



St. James Parish Council

P. O. Box 176
Vacherie, Louisiana 70090
(225) 562-2400
FAX (225) 562-2401
TDD: (225) 562-8500
council@stjamesparishla.gov

Vondra Etienne-Steib
Chairwoman

Courtney Long
Vice-Chairman

Linda Hubbell
Secretary

January 20, 2026

Honorable Members
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, January 21, 2026 at 6:00 p.m. in the Council Chambers of the Parish Courthouse Annex in Vacherie, Louisiana.

Please make every effort to attend.

Sincerely,

Linda Hubbell
Secretary

cc: Parish President Pete Dufresne & Staff
Assistant District Attorney Adam Koenig
The News Examiner/Enterprise
The Morning Advocate
L'Observateur

Note: St. James Parish will provide, upon request, reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact 1-800-846-5277 (TDD), 1-800-947-5277 (Voice) or 562-2400 (Handicapped) to discuss the particular accommodation needed.

Todd Poche	Courtney Long	Ryan Louque	Neal Poche	Anthony Jasmin	Vondra Steib	Donald Nash
District 1	District 2	District 3	District 4	District 5	District 6	District 7

AGENDA
ST. JAMES PARISH COUNCIL
Parish Courthouse Annex – 2631 Hwy 20, Vacherie, LA
WEDNESDAY, JANUARY 21, 2026

6:00 P.M. REGULAR MEETING

I. CALL TO ORDER & ROLL CALL

II. PRAYER & PLEDGE

III. MINUTES

1. Approval of the January 7, 2026 public hearing minutes
2. Approval of the January 7, 2026 regular meeting minutes

IV. FINANCE DEPARTMENT'S MONTHLY REPORT

1. Approval of the November 2025 Statement of Revenues and Expenditures

V. PRESIDENT'S REPORT

VI. PUBLIC COMMENT on any agenda item requiring a Council vote in accordance with La. R.S. 42:14.

VII. PRESENTATION

1. Tevis Smith, St. James Parish Recreation Department's Annual Report (Chair)
2. Resolution proclaiming January 2026 as Delta Sigma Theta Sorority Incorporated Founders Day in St. James Parish (Etienne-Steib)
3. Rhoda Cooper, Trash on Collins Street (Etienne-Steib)

VIII. APPOINTMENTS TO BOARDS AND COMMISSIONS –

1. Resolution appointing Kathleen Favorite to the St. James Parish Economic Development Board as a Representative of District 5 (Jasmin)

IX. OLD BUSINESS

1. Update of drainage study from Forrestal Street to Pool Lane (Nash)
2. Update of Multipurpose Building (Etienne-Steib)

X. NEW BUSINESS

1. Discussion to reschedule the March 4, 2026 council meeting (Chair)
2. Resolution to approve disbursement of funds to pay pending current invoices and payables (Chair)
3. Resolution authorizing the St. James Parish President to sign the contract with CivicPlus (Dufresne)
4. Resolution accepting change Order#3 from Capital Area Construction, LLC for the EOC exterior renovations project (Dufresne)
5. Resolution designating the St. James Parish Government, Department of Human Resources as the official Community Action Agency for Federal FY 2026 (October 1, 2025-September 30, 2027) and the only department or agency authorized to apply for and administer programs made possible by any Community Services Block Grant Funds available through the Louisiana State Department of Labor (Dufresne)
6. Resolution authorizing the Parish President and/or the Director of Human Resources to sign FY2026 new and/or amended contracts for the Community Services Block Grant between the Louisiana Workforce Commission and St. James Parish Department of Human Resources, CAA (Dufresne)
7. Resolution authorizing the Parish President and/or Director of Human Resources to sign funding applications, supplements, and one-time funding applications for the St. James Parish Department of Human Resources LIHEAP program funds including appropriate assurances, agreements, contracts, amendments, and revisions for St. James Parish to administer LIHEAP program funds for FY26 for the contract period of 10/1/25-9/30/25 (Dufresne)
8. Resolution granting Tammie Bodin Council Secretary privileges until the retirement of Linda Hubbell on March 6, 2026.
9. Introduction of Ordinance, an ordinance establishing a Board of Building Code Appeals for St. James Parish and defining its power and duties consistent with International Building Code, appointing members thereto, and providing for related matters (Dufresne)

XI. DIRECTOR'S REPORT

XII. COUNCIL MEMBER'S REPORT

XIII. MOTION TO ADJOURN

To view backup documentation please visit www.stjamesla.com/agendacenter

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The following resolution was offered and moved for adoption by Councilman _____,
seconded by Councilman _____:

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**



**A RESOLUTION PROCLAIMING JANUARY 2026 AS DELTA SIGMA
THETA SORORITY INCORPORATED FOUNDERS DAY IN ST. JAMES
PARISH**

WHEREAS, Delta Sigma Theta Sorority, Incorporated, is a historically Black sorority founded on January 13, 1913, by 22 visionary college-educated women at Howard University in Washington D.C., with a steadfast dedication to public service and a focus on programs that uplift and support the Black community; and

WHEREAS, Delta Sigma Theta Sorority, Incorporated has clearly distinguished itself as a public service organization that boldly confronts the challenges of African Americans and, hence, all Americans; and

WHEREAS, the sorority has grown to include more than 350,000 members across 1,000+ chapters worldwide; and

WHEREAS, the River Parishes Alumnae Chapter (RPAC) of Delta Sigma Theta Sorority, Incorporated, serves the communities of St. James, St. John the Baptist, and St. Charles Parishes; and

WHEREAS, Delta Sigma Theta Sorority, Incorporated implements impactful initiatives focusing on Economic Development, Educational Development, International Awareness and Involvement, Physical and Mental Health, and Political Awareness and Involvement; and

WHEREAS, through their unwavering commitment to Sisterhood, Scholarship, and Service, RPAC has been instrumental in advancing the well-being of local citizens by offering impactful programs and initiatives that address key needs and foster positive change; and

WHEREAS, RPAC's programs include hosting annual scholarship awards for high school students, supporting STEM education and financial literacy initiatives, organizing community resource fairs and facilitating voter registration drives and civic engagement activities; and

WHEREAS, RPAC is also dedicated to health equity by consistently raising awareness about critical issues such as breast cancer prevention, diabetes prevention, AIDs/HIV, mental health, and healthy living; and

WHEREAS, RPAC is committed to international service as well through programs that support global initiatives, such as partnering to provide resources for disaster relief efforts and supporting educational opportunities for children in underserved countries.

NOW, THEREFORE, BE IT RESOLVED, that the St. James Parish Council and Parish President Peter Dufresne do hereby jointly proclaim January 2026 as Delta Sigma Theta Sorority Incorporated Founders Day in St. James Parish to honor and celebrate the extraordinary legacy, service, and impact of Delta Sigma Theta Sorority, Incorporated.

And the resolution was declared adopted on this, the 21st day of January 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 21st day of January 2026.

Signed at Vacherie, Louisiana, this 21st day of January 2026.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilman _____,
seconded by Councilman _____:

RESOLUTION 26-
ST. JAMES PARISH COUNCIL



**A RESOLUTION APPOINTING KATHLEEN FAVORITE TO THE ST.
JAMES PARISH ECONOMIC DEVELOPMENT BOARD AS A
REPRESENTATIVE OF DISTRICT 5**

WHEREAS, it is the wishes of the Parish Council that Kathleen Favorite be appointed as a Representative of District 5.

NOW, THEREFORE BE IT RESOLVED, by the St. James Parish Council, that Kathleen Favorite, 3882 1st Lane, Vacherie, LA, 70090 is hereby appointed to the St. James Parish Economic Development Board as a Representative of District 5, with said term expiring June 2028.

And the resolution was declared adopted on this, the 21st day of January 2026.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 21st day of January 2026.

Signed at Vacherie, Louisiana, this 21st day of January 2026.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**



**A RESOLUTION TO APPROVE DISBURSEMENT OF FUNDS TO PAY
PENDING CURRENT INVOICES AND PAYABLES**

WHEREAS, invoices payable to vendors, employees and other reimbursements due and all other current payables to be processed this week; and.

WHEREAS, according to the Home Rule Charter, Article III §C(2)(a)(v), all checks and warrants drawn against the parish treasury shall be approved by a majority vote of the St. James Parish Council and the Parish Council by Resolution authorizes the administration to execute, sign or countersign any such check or draft in accordance with said provision.

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve the disbursement of funds per the distribution report presented to the Parish Council reflecting the pending current invoices and other payables as of Thursday, January 22, 2026.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 21st day of January 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 21st day of January 2026.

Signed at Vacherie, Louisiana, this 21st day of January 2026.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilman _____, seconded by Councilman _____:

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**



**A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT
TO SIGN THE CONTRACT WITH CIVICPLUS**

WHEREAS, with the constant changes in technology and demand for immediate access to information, St. James Parish must continue to maintain and regularly improve its website for easy access to the public

WHEREAS, with ever changing technology, it is critical to ensure the St. James Parish website meets the needs of citizens by ensuring it is easy to navigate and locate needed information; and

WHEREAS, this contract with CivicPlus ensures the website will be ADA compliant to meet requirements of new laws, and helps to prevent hefty fines for non-compliance; and

WHEREAS, the price of the contract will not increase, but replace services no longer in use; and

WHEREAS, the contract shall be in effect from December 15, 2025 to December 14, 2026, with an automatic one (1) year renewal term unless sixty (60) day notice provided prior to the renewal date.

BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Council to sign and execute the contract between St. James Parish and CivicPlus for website redesign.

And the resolution was declared adopted on this, the 21st day of January 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 21st day of January 2026.

Signed at Vacherie, Louisiana, this 22nd day of January 2026.

(S E A L)

Linda Hubbell
Secretary

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-103325-1

7/7/2025 2:05 PM

1/30/2026

Client:

St. James Parish, LA

Bill To:

SAINT JAMES PARISH, LOUISIANA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Woody Estep	850-692-7032	westep@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Web Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	Web Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Recommended Navigation - Municipal Websites	Recommended restructure of global navigation and graphic buttons

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AudioEye Managed	AudioEye Managed: https://www.stjamesla.com/
1.00	CommonLook Web Simplified + Advanced Editor	Word/Powerpoint Remediation Tool Software License

List Price - Initial Term Total	USD 8,443.30
Total Investment - Initial Term	USD 5,471.65
Annual Recurring Services (Subject to Uplift)	USD 5,943.30

Initial Term	12/15/2025 - 12/14/2026, Renewal Term 12/15 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-103325-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

**A RESOLUTION ACCEPTING CHANGE ORDER #3 FROM CAPITAL
AREA CONSTRUCTION, LLC FOR THE EOC EXTERIOR
RENOVATIONS PROJECT**



WHEREAS, the St. James Parish Council did cause the advertisement of, and award the bid to Capital Area Construction, LLC, as prescribed by law, for the EOC Exterior Renovations project; and,

WHEREAS, Change Order #3 is for a deduction for removing and reinstalling security cameras, wall panel revisions and unforeseen conditions, and additional days due to weather-related delays; and,

WHEREAS, Change Order #3 is for an overall increase of (23) contract days and an increase in the contract value of \$1,766.23.

NOW, THEREFORE, BE IT RESOLVED, by St. James Parish Council, that Change Order #3, is hereby accepted, and that Peter A. Dufresne, St. James Parish President and/or his designee, is hereby authorized to sign, execute, and administer all documents between Capital Area Construction, LLC and St. James Parish Government for Change Order #3.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And, the resolution was declared adopted on this, the 21st day of January 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 21st day of January 2026.

Signed at Vacherie, Louisiana this 21st day of January 2026.

(S E A L)

Linda Hubbell
Secretary

**AIA**[®]**Document G701[™] – 2017****Change Order****PROJECT:** St. James Parish
Emergency Control Center
Exterior Renovations**CONTRACT INFORMATION:**
Contract For: General Construction
Date: 4/2/2025**CHANGE ORDER INFORMATION:**
Change Order Number: 3
Date: 01/13/2026**OWNER:** St. James Parish Government
5800 Highway 44
Convent, LA 70723**ARCHITECT:** High Tide Consultants, LLC
10950 Highway 3125, Suite B
Lutcher, LA 70071**CONTRACTOR:** Capital Area Construction, LLC
4710 Cherrywood Street
Port Allen, LA 70767

The Contract is changed as follows:

- Reference PCO #9: Deduction for Security Camera
- Reference PCO #14: Weather Days
- Reference PCO #15: Wall Panel Revisions & Unforeseen Conditions

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	\$644,000.00
The net change by previously authorized Change Orders	\$	\$65,867.12
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	\$757,577.12
The (Contract Sum) (Guaranteed Maximum Price) will be increased by this Change Order in the amount of	\$	\$1,766.23
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$	\$759,343.35
The Contract Time will be (increased) (decreased) (unchanged) by		twenty three (23) days.
The new date of Substantial Completion will be		January 26, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.High Tide Consultants, LLC
ARCHITECT (Firm name)Capital Area Construction, LLC
CONTRACTOR (Firm name)St. James Parish Government
OWNER (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

Scott Poirrier, Principal
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

PROJECT CHANGE ORDER

DATE: 1/13/2026

TO: St. James Parish Government
5800 Highway 44
Convent, LA 70723

PROJECT:	
	St. James Parish
	Emergency Control Center
	Exterior Renovations
REQUEST #:	3

PCO #	Item Description	Quantity Change	Unit	Unit Price	Amount Requested
					\$ -
9	Deduct for Security Cameras	1	EA	-\$3,599.70	-\$3,599.70
14	Weather Days	1	EA	\$0.00	\$0.00
15	Wall Panel Revisions & Unforeseen Conditions	1	EA	\$5,365.93	\$5,365.93
				TOTAL	\$1,766.23

Additional days requested for this change order request: 23

Description:	Credit for removing and reinstalling security cameras. Seven weather days and sixteen days added to the Contract for additional and unforeseen work. Wall Panel Revisions and credit for Existing Panels. 14-gauge red steel Angle Iron around the perimeter of the building were replaced as needed. Backer rod and sealant application will be replaced with a custom fabricated aluminum trim closure to seal 1" perimeter gap where the wall panel meets the concrete wall.
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Owner Acceptance

Submitted By: Scott Poirrier
 Title: Engineering Project Manager
 Date: 1/13/2026

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Contract Summary:

Original Contract Amount	\$	644,000.00
CO #1 Amount	\$	47,710.00
CO #2 Amount	\$	65,867.12
CO #3 Amount	\$	1,766.23
New Contract Amount	\$	759,343.35

POTENTIAL CHANGE ORDER

PROJECT: St. James EOC Ext. Renovations

ITEM: Security Camera Deduct, by Owner

DATE: 11/18/2025

COR #	9	TO:	FROM:
		High Tide Consultants, LLC	Capital Area Construction, LLC
		Brandon Hymel	Sammy Louis

CODE	SUB	DESCRIPTION	QTY	UNIT	UNIT/\$	TOTAL
	Allied	Credit for removing and reinstalling Security Cameras. This work will be by the Owner, per their request	1	LS	-\$3,250	-\$3,250
	Allied	Trip Charge	1	LS	\$250	\$250
					\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
NOTES:						
SUBTOTAL						-\$3,000.00
INSURANCE			1.3%			-\$39.00
OVERHEAD & PROFIT			15%			-\$455.85
BOND			3%			-\$104.85
Zero (0)						

CONTRACT TIME WILL CHANGE BY	DAYS	TOTAL
		-\$3,599.70

Sammy Louis CONTRACTOR ARCHITECT OWNER
DATE: 11/18/2025 DATE: _____ DATE: _____

POTENTIAL CHANGE ORDER

COR # 14 PROJECT: St. James EOC Ext. Renovations ITEM: Weather Days Through 12-14-2025 DATE: 12/22/2025

TO: High Tide Consultants, LLC FROM: Capital Area Construction, LLC

Brandon Hymel Sammy Louis

CODE	SUB	DESCRIPTION	QTY	UNIT	UNIT/\$	TOTAL
					\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
NOTES:						
SUBTOTAL						\$0.00
INSURANCE 1.3%						\$0.00
OVERHEAD & PROFIT 15%						\$0.00
BOND 3%						\$0.00

Seven (7)
~~Eleven (11)~~

DAYS

CONTRACT TIME WILL CHANGE BY **\$0.00**

Sammy Louis

CONTRACTOR Sammy Louis ARCHITECT OWNER

DATE: 12/22/2025 DATE: _____



922 Industry Road
Kenner, LA 70062
504-353-1484
info@nuworxllc.com

Weather Delay Impact Statement

Project: St James EOC: Nu-Worx

Date Range: Nov 1, 2025, to Dec 14, 2025

To Whom It May Concern,

Nu-Worx experienced weather-related delays of 30% rain chance or more during Nov 1, 2025, to Dec 14, 2025, due to persistent rainfall in the Convent, Louisiana 70723 area. Based on historical weather data from AccuWeather, Weather Spark, and Weather Atlas, the following rain-impact days were recorded:

Weeks of"

November 2025: We had ~~2~~¹ days of recorded Rain

December 2025: We have ~~9~~⁶ days of rain as of 12/14/2025

These weather conditions limited our ability to perform the required work on-site and have impacted our progress toward meeting the project's scheduled milestones. As a result, the overall completion of the project within the originally allotted timeframe is at risk.

We respectfully request that these ~~11~~⁷ rain-impact days be formally acknowledged and added back to our project timeline, along with any previously declared rainy days. This adjustment is critical to ensure Nu-Worx can complete the project safely, efficiently, and to the highest standards without being penalized for delays caused by uncontrollable weather conditions.

12/19/2025

Climatological Data for DONALDSONVILLE 4 SW, LA - November 2025

Date	Temperature				HDD	CDD	Precipitation	New Snow
	Maximum	Minimum	Average	Departure				
2025-11-01	68	42	55.0	-8.8	10	0	0.00	0.0
2025-11-02	71	45	58.0	-5.5	7	0	0.00	0.0
2025-11-03	72	43	57.5	-5.6	7	0	0.00	0.0
2025-11-04	72	43	57.5	-5.3	7	0	0.00	0.0
2025-11-05	76	45	60.5	-2.0	4	0	0.00	0.0
2025-11-06	80	53	66.5	4.3	0	2	0.00	0.0
2025-11-07	79	59	69.0	7.1	0	4	T	M
2025-11-08	85	61	73.0	11.4	0	8	0.00	0.0
2025-11-09	85	64	74.5	13.2	0	10	0.00	0.0
2025-11-10	72	39	55.5	-5.5	9	0	0.00	0.0
2025-11-11	55	31	43.0	-17.7	22	0	0.00	0.0
2025-11-12	62	32	47.0	-13.4	18	0	0.00	0.0
2025-11-13	77	44	60.5	0.3	4	0	0.00	0.0
2025-11-14	78	51	64.5	4.6	0	0	0.00	0.0
2025-11-15	80	51	65.5	5.8	0	1	0.00	0.0
2025-11-16	80	53	66.5	7.1	0	2	0.00	0.0
2025-11-17	82	54	68.0	8.8	0	3	0.00	0.0
2025-11-18	79	57	68.0	9.1	0	3	0.00	0.0
2025-11-19	85	61	73.0	14.3	0	8	0.00	0.0
2025-11-20	84	59	71.5	13.0	0	7	0.00	0.0
2025-11-21	83	61	72.0	13.8	0	7	0.04	M
2025-11-22	84	68	76.0	18.0	0	11	T	M
2025-11-23	84	55	69.5	11.7	0	5	0.00	0.0
2025-11-24	77	54	65.5	7.9	0	1	0.00	0.0
2025-11-25	81	56	68.5	11.1	0	4	0.04	M
2025-11-26	83	56	69.5	12.3	0	5	0.19	M
2025-11-27	67	42	54.5	-2.5	10	0	0.00	0.0
2025-11-28	63	38	50.5	-6.3	14	0	0.00	0.0
2025-11-29	60	40	50.0	-6.6	15	0	0.00	0.0
2025-11-30	71	43	57.0	0.5	8	0	0.00	0.0
Sum	2275	1500	-	-	135	81	0.27	0.0
Average	75.8	50.0	62.9	3.1	-	-	-	-
Normal	70.9	48.6	59.8	-	201	44	4.21	0.0

Observations for each day cover the 24 hours ending
at the time given below (Local Standard Time).

Max Temperature : 7am

Min Temperature : 7am

Precipitation : 8am

Snowfall : 8am

Climatological Data for DONALDSONVILLE 4 SW, LA - December 2025

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2025-12-01	64	47	55.5	-0.8	9	0	0.07	M	M
2025-12-02	64	41	52.5	-3.6	12	0	0.14	0.0	0
2025-12-03	47	36	41.5	-14.4	23	0	0.00	0.0	M
2025-12-04	56	36	46.0	-9.8	19	0	0.54	M	M
2025-12-05	59	43	51.0	-4.6	14	0	4.26	M	M
2025-12-06	49	44	46.5	8.9	18	0	0.03	M	M
2025-12-07	54	47	50.5	-4.8	14	0	0.19	M	M
2025-12-08	69	53	61.0	5.9	4	0	0.21	M	M
2025-12-09	56	43	49.5	-5.5	15	0	0.00	0.0	M
2025-12-10	55	37	46.0	-8.8	19	0	0.00	0.0	M
2025-12-11	72	40	56.0	1.3	9	0	0.00	0.0	M
2025-12-12	63	44	53.5	-1.0	11	0	0.00	0.0	M
2025-12-13	78	47	62.5	8.1	2	0	0.07	M	M
2025-12-14	80	54	67.0	12.8	0	2	0.13	M	M
2025-12-15	54	26	40.0	-14.1	25	0	0.00	0.0	M
2025-12-16	48	26	37.0	-17.0	28	0	0.00	0.0	M
2025-12-17	63	31	47.0	-6.8	18	0	0.00	0.0	M
2025-12-18	67	51	59.0	5.3	6	0	0.00	M	M
2025-12-19	80	47	63.5	9.9	1	0	0.00	M	M
2025-12-20	M	M	M	M	M	M	M	M	M
2025-12-21	M	M	M	M	M	M	M	M	M
2025-12-22	M	M	M	M	M	M	M	M	M
2025-12-23	M	M	M	M	M	M	M	M	M
2025-12-24	M	M	M	M	M	M	M	M	M
2025-12-25	M	M	M	M	M	M	M	M	M
2025-12-26	M	M	M	M	M	M	M	M	M
2025-12-27	M	M	M	M	M	M	M	M	M
2025-12-28	M	M	M	M	M	M	M	M	M
2025-12-29	M	M	M	M	M	M	M	M	M
2025-12-30	M	M	M	M	M	M	M	M	M
2025-12-31	M	M	M	M	M	M	M	M	M
Sum	1178	793	-	-	247	2	5.64	0.0	-
Average	62.0	41.7	51.9	-3.0	-	-	-	-	0.0
Normal	65.4	44.4	54.9	-	206	14	2.75	0.1	-

Above Normals represent the month through 2025-12-19.

Observations for each day cover the 24 hours ending
at the time given below (Local Standard Time).
Observation times may have changed during this period.

Max Temperature : 7am

Min Temperature : 7am

Precipitation : 8am, 7am

Snowfall : 8am, unknown

Snow Depth : 8am

POTENTIAL CHANGE ORDER

PROJECT:	ITEM:	DATE:
St. James EOC Ext. Renovations	Wall Panel Revs (Short Pnls + Backing @ Elev + Soffit + Closure)	1/13/2026

PCO#

15

T0: High Tide

consultants, LLC

FROM:

Capital Area Construction, LLC

Sammy Louis

CODE	SUB	DESCRIPTION	QTY	UNIT	UNIT/\$	TOTAL
	Nu-Worx	Point 1 - Installation of New Flat Designer MBCI Wall Panels	1	LS	\$6,285	\$6,285.00
	Nu-Worx	Point 2 - Mod and Reinstall of Existing Wall Panels	202	LF	\$7.33	\$1,480.66
	Nu-Worx	Point 3 - Installation of Angle Iron at Soffit Elevation	400	LF	\$3.00	\$1,200.00
	Nu-Worx	Point 4 - Added Schedule Days to 1/26/26 for Additional Work			\$0	\$0.00
	Nu-Worx	Point 5 - Additional Elevator Metal	168	LF	\$11.24	\$1,888.32
	Nu-Worx	Point 6 - Credit of Existing Panels	1	LS	-\$6,285	-\$6,285.00
	Nu-Worx	Courtesy Discount	1	LS	-\$2,284	-\$2,284.49
	Nu-Worx	Closure Metal at Perimeter	350	LF	\$6.25	\$2,187.50

NOTES:

SUBTOTAL

INSURANCE 13%

INSURANCE	1.5%
OVERHEAD & PROFIT	15%

AD & FINCH 15%

BOND	3%
------	----

OFFICE OF THE ATTORNEY GENERAL

CONTRACT TIME WILL CHANGE BY

DAYS

TOTAL

\$5,365.93

Sammy Louis

CONTRACTOR

DATE: 1/13/2026

ARCHITECT

DATE:

OWNER

DATE:



922 Industry Road
Kenner, LA 70062
Ph: 504-353-1484
Email: info@nuworxllc.com

Change Order

Date: January 6, 2025

To: Saint James Parish EOC Convent, LA

From: Nu-Worx, LLC

922 Industry Road Kenner, LA 70062

Subject: Change Order Regarding Wall Panel Installation and Additional Work

Project: St. James Parish EOC

Change Order No.: _____

Description of Changes

Point 1: Installation of New Flat Designer MBCI Wall Panels

- **Scope of Work:**
 - Provide all labor, materials and equipment necessary to install new MBCI wall panels above the soffit line.
 - **Cost: \$6,285.00 (7 squares @ \$897.86 per Sq) Material & Labor Cost to replace (Was not added in MBCI Bid Quote).**

Point 2: Modification and Reinstallation of Existing Wall Panels

- **Scope of Work:**
 - Provide all materials necessary to cut and reinstall existing panels that were not removed above the soffit line.

- The plan was for these panels to be removed to install new panels; however, the new panels provided by MBCI were too short, which left a large opening into the attic area.
- The original panels were modified (cut to fit) to close the opening in attic area.
- **Additional Note:**
 - Nu-Worx removed 2 sq of panels entirely and cut and reinstalled the panels to close off attic area.
 - The remaining 5 sq of wall panels were cut in place and secured to the newly installed girt.
 - **Cost: ~~\$2,932.00~~ (\$7.33 per LF x 400 LF)
 \$1,480.66 202 LF**

Intruding girt located on the east and west side of the building is a unforeseen condition. No unforeseen condition located on the north and south side of the building.

Point 3: Installation of Angle Iron at Soffit Elevation

- **Installation:**
 - Install fabricated 14-gauge red steel angle iron around the entire building perimeter at soffit elevation.
 - Ensured proper alignment and secure fastening to structural framing.
- **Reason for Change:**
 - Existing metal panels and 14-gauge red steel angle iron at soffit were removed as needed to install new missing girt. **No Charge**
 - Some of the existing 14-gauge red steel angle iron was found to be deteriorated and was unable to be reused.
 - Fabricated new angle iron supplied by Nu-Worx.
 - Additionally, it was not detailed in the drawings that Nu-Worx would need to uninstall and reinstall the 14-gauge red steel angle iron, nor to replace any deteriorated 14-gauge red steel angle iron.
 - **Nu-Worx Cost: \$1,200.00 (\$3.00 per LF x 400 LF)**

Point 4: Schedule Adjustment

- Request for ~~15~~¹⁶ **additional days** due to extra work explained in this document.
- Target completion date: January 26th, including ~~9~~⁷ weather days previously agreed upon.

Point 5: Additional Elevator Metal

- Installed 84 LF of 16-gauge galvanized reinforced metal to support the connection between upper wall panel (almond) and lower wall panel (med. bronze).
- Installed 84 LF of med. bronze Z flashing not supplied by MBCI.
- As mentioned in RFI previously submitted – see attached RFI responses (Question # 6).
- **Cost: \$1,888.32 (\$11.24 LF x 168 LF)**

Point 6: Credit for Existing Panels

- **Credit for 7 squares of existing panels remaining in place: \$6,285.00.**
- Additional explanation: No contractor disassembles a building when bidding; unforeseen details required this approach. The credit reflects what would have been included in original pricing had these details been known. Nu-Worx believes this was the most economical and time-saving solution.

Summary of Financial Impact

- Point 1: \$6,285.00
- Point 2: ~~\$2,932.00~~ **\$1,480.66**
- Point 3: \$1,200.00
- Point 4: \$ 0.00 ¹⁶~~15~~ days requested
- Point 5: \$1,888.32
- Point 6: (\$6,285.00)
- ---
- Courtesy Discount: ~~(\$3,010.16)~~ **Total = \$4,568.98**
Courtesy Discount = \$2,284.49
- **Net Change Order Request: ~~\$3,010.16~~ Net COR = \$2,284.49**

Total Credit Supplied by Nu-Worx to St. James EOC

~~\$6,285.00~~
~~\$3,010.16~~
~~\$9,295.16~~



922 Industry Road Kenner, LA 70062 --Ph: 504-353-1484--Email: nwbids@nuworxllc.com

- **Question 5 - Soffit supporting structural iron is attached to wall panels and has no attachment to actual purlins**
 - *HTC Response:* Add new 8" girt at the top of the wall where the soffit channel is located. Attach soffit channel to new 8" girt.

Nu-Worx response: acceptable

- **Question 6 - Elevator shaft (wall girt spacing is 44")**
 - *HTC Response:* The structural framing around the elevator shaft does not require a new 8" wall girt if the girt spacing does not exceed 44".

Nu-Worx response: Not acceptable According to Provided MBCI instructions

Please note provided drawings and MBCI illustrated page (attached hereto) which points out recommended spacing requirements of 2' (24") O.C for panel attachment

- **Question 7 - Corners where the elevator shaft meets the main building and the vertical structural column is installed over the existing wall panel**
 - *HTC Response:* Cut existing wall panel by the structural wall girt (see picture on sheet 6) and install "MBCI" corner detail to the new wall panels.
- *Nu-Worx response:* acceptable

Proposed closure Trim Change order

Description of Change

As per Change Order No. 1 (Revision), signed and approved by St. James Parish, and in accordance with the agreement reached under RFI-18 Amendment to Change Order 1, the scope of work for sealing the 1" perimeter gap is hereby revised as follows:

Revised Scope of Work – Perimeter Closure

In lieu of the originally approved **backer rod and sealant application, Nu-Worx will furnish and install a custom fabricated aluminum trim closure** to seal the 1" perimeter gap at wall panel conditions.

The aluminum trim closure shall be:

- Custom fabricated to field conditions
- Mechanically fastened and sealed as required to provide a continuous perimeter closure
- Installed to provide a clean, durable, and finished appearance while maintaining weather resistance and long-term performance

Pricing & Measurement

Since the total linear footage required for perimeter closure cannot be accurately determined until wall panel installation is underway, **the aluminum fabricated trim closure will be performed on a unit-cost basis.**

- **Unit Cost:** 350 LF @ \$6.25 per LF = \$2,178.50-
\$2,187.50 (Math Error Found)

Notes:		closer Trim	
Product:		aluminum	
# of pieces:			
Cut:			
Gauge:			
Color:		almond	
Drawn By:		1-leaf 4	
How did they find us:			

← mbcI Designer wall Panel

WALL GIRT →

Double Fastener Pattern as per mbcI Detail

Concrete Fastener

Base Trim mbcI

new proposed closure molding color almond, aluminum size 2 3/8" with closed helm Kick

Concrete wall

Pop rivet Installed behind High of Exterior Wall Panel - Hidden Exterior view

Tucked under Base Holding Proposed Closure Trim against concrete wall

Customer Name:		St James Etc	
Company Name:		Nu-Work	
Email:	Date:	Purchase Order:	
	1-7-26		
Number:	Address:		
	5153 Canetella St Convent La		



The following resolution was offered and moved for adoption by Councilman__ _ and seconded by Councilman_____.

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

A RESOLUTION DESIGNATING THE ST. JAMES PARISH GOVERNMENT, DEPARTMENT OF HUMAN RESOURCES AS THE OFFICIAL COMMUNITY ACTION AGENCY FOR FEDERAL FY 2026 (October 1, 2025 – September 30, 2027) AND THE ONLY DEPARTMENT OR AGENCY AUTHORIZED TO APPLY FOR AND ADMINISTER PROGRAMS MADE POSSIBLE BY ANY COMMUNITY SERVICES BLOCK GRANT FUNDS AVAILABLE THROUGH THE LOUISIANA STATE DEPARTMENT OF LABOR



WHEREAS, the St. James Parish Council is the governing body of the Parish of St. James; and,

WHEREAS, the St. James Parish Government, Department of Human Resources has demonstrated outstanding proficiency in the development and operation of federal, state and locally funded programs to benefit the low-income residents of St. James Parish:

THEREFORE, BE IT RESOLVED, that the St. James Parish Council, in regular session convened, does hereby designate the St. James Parish Government, Department of Human Resources as the Community Action Agency for this parish and the only agency or department authorized to apply for and operate programs utilizing Community Services Block Grant Funds available through the Louisiana Department of Labor; and,

NOW THEREFORE BE IT RESOLVED FURTHER, by the St. James Parish Council that the St. James Parish President and/or the Director of Human Resources are hereby authorized to sign the necessary contracts, revisions and/or agreements in order for the Department of Human Resources to receive Community Services Block Grant Funds or any other funds from the Louisiana Department of Labor.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 21st day of January 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 21st day of January 2026.

Signed at Vacherie, Louisiana, this 21st day of January 2026.

(S E A L)

Linda Hubbell
Secretary

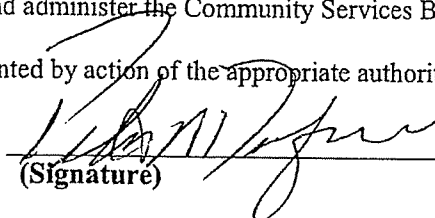
CERTIFICATION OF AUTHORITY
(For Public Agencies)

I Peter A. Dufresne, certify that I am the Parish President
Name Title

for St. James Parish Government
Agency

and that Ingrid Bergeron, Director of Human Resources, CAA
Name(s) and Title(s)

has been given the authority to enter into and sign the FY 2026 (10/1/25 – 9/30/27) subgrant with the Louisiana Workforce Commission, to receive and administer the Community Services Block Grant funds for the agency. This authority has been documented by action of the appropriate authority.




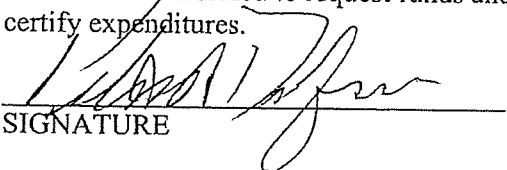

(Signature)

Peter A. Dufresne
(Name)

President
(Title)

01-12-2026
(Date)

Authorized Signature

LWC/OWD/CSBG Form		Authorized Signatures for Requests for CSBG Funds and Expenditure Reports for Federal Fiscal Year 2026	
St. James Parish Government, Dept. of Human Resources, CAA P.O. Box 87 Convent, LA 70723		Issued by: Louisiana Workforce Commission Community Services Block Grant Post Office Box 94094 Baton Rouge, LA 70804-9494	
Name and Title:	Signature:	Authorized to sign:	
Ingrid Bergeron, Director of Human Resources		<input checked="" type="checkbox"/> Requests for CSBG Funds <input checked="" type="checkbox"/> Expenditure Reports	
Felix K. Boughton, Director of Finance		<input checked="" type="checkbox"/> Requests for CSBG Funds <input checked="" type="checkbox"/> Expenditure Reports	
Mary Loupe, Accountant III/ Grants Compliance Officer		<input checked="" type="checkbox"/> Requests for CSBG Funds <input checked="" type="checkbox"/> Expenditure Reports	
		<input type="checkbox"/> Requests for CSBG Funds <input type="checkbox"/> Expenditure Reports	
I certify that the signature(s) above are of the individuals authorized to request funds and certify expenditures.  SIGNATURE		LWC Use Only	
Title: Parish President Date: 01-12-2026		Received By: _____ Date: _____	

**STATE OF LOUISIANA
LOUISIANA WORKS COMMUNITY SERVICES BLOCK GRANT
SUBAWARD GRANT AGREEMENT**

This subaward agreement (Agreement) is entered into between the Louisiana Works, Office of Workforce Development, 1001 North 23rd Street, Post Office Box 94094, Baton Rouge, Louisiana 70804-9094, hereinafter referred to as "Grantor," and St. James Parish Government, 5153 Canatella Street, Post Office Box 87, Convent, LA 70723-0087, hereinafter referred to as "Subrecipient," to provide services and programs in accordance with the provisions of the Community Services Block Grant Act of 1981, as amended ("CSBG").

Local Grant Subrecipient Name:	St. James Parish Government
Address:	5153 Canatella Street Post Office Box 87 Convent, LA 70723-0087
Federal Tax ID No.:	72-6001228
SAM-UEID:	MWHZVSACVML6
Contact Person:	Ingrid LeBlanc
Title:	Director
Telephone:	(225) 562-2305
Fax:	(225) 562-2425
E-mail address:	ingrid.leblanc@stjamesparishla.gov

The Fiscal Agent appointed by the Local Grant Subrecipient:

Fiscal Agent:	St. James Parish Government
Address:	5153 Canatella Street Post Office Box 87 Convent, LA 70723-0087
Federal Tax ID No.:	72-6001228
SAM-UEID:	MWHZVSACVML6
Contact Person:	Ingrid LeBlanc
Title:	Director
Telephone:	(225) 562-2305
Fax:	(225) 562-2425
E-mail address:	ingrid.leblanc@stjamesparishla.gov

FUNDING INFORMATION

Funding Source: U.S. Department of Health and Human Services, (ACF) and (OCS)
Federal Award Identification Number: TBA
Federal Award Date: TBA
Total Amount of Federal Funds Obligated to Subrecipient: \$50,000
Total Amount of the Federal Award: \$17,752,640
Catalog of Federal Domestic Assistance (CFDA) Numbers and name: 93.569

Is this grant for R & D? _____ Yes X No

AGREEMENT MANAGER for Grantor: Genevieve Fields

AGREEMENT TERM

This Subaward Agreement shall begin on October 1, 2025 and shall end on September 30, 2027. However, this Agreement is not effective and no payments will be made to the Subrecipient until it is signed by the Subrecipient and the Secretary of Louisiana Works or her designee.

MAXIMUM AGREEMENT AMOUNT

In consideration of the services described in this Agreement the Grantor hereby agrees to pay the Subrecipient a maximum amount of \$50,000 for Federal Fiscal Year 2026. Of this amount, \$50,000 is Regular CSBG Funds and \$0.00 is Discretionary Funds. Discretionary funds may be awarded separately, by special application, at a later date.

SUBRECIPIENT'S TAX ID

The Subrecipient's Federal Tax ID # is 72-6001228.

AGREEMENT AMENDMENTS

All amendments to this Agreement shall be in writing, properly signed by both the Grantor and the Subrecipient, and approved by the Secretary of Louisiana Works or designee. No Agreement amendment shall be effective until the written amendment to the Agreement is signed by the Subrecipient and the Grantor and approved by the Secretary or designee.

The Grantor may unilaterally initiate Agreement amendments in response to changes in federal funding or changes required by federal or state laws and regulations. The Grantor shall notify the Subrecipient in writing of any changes required in the Agreement to reflect changes in funding level or federal or state laws. Unless otherwise requested by the Grantor, the Subrecipient shall prepare the required amendment in the format approved by the Grant; the authorized signatory for Agreement shall sign the amendment; and the Subrecipient shall mail the amendment to the Grantor for review, approval and signature.

▪ Revisions

Revisions are changes to the Agreement but shall not include changes that increase or decrease the maximum fee. All revisions must be submitted in writing and approved by the Grantor.

CSBG ASSURANCES

To assure the most effective use of CSBG funds to attain a measurable and positive impact on the causes of poverty, the Subrecipient assures that activities funded on the local level conform to one or more of the following activities:

- a. to support activities that are designed to assist low income families and individuals, including families and individuals receiving assistance under Part A of Title IV of the Social Security

- Act, homeless families and individuals, migrant or seasonal farm workers, and elderly low-income families and individuals:
- i. to remove obstacles and solve problems which block the achievement of self-sufficiency (including self-sufficiency for families and individuals who are attempting to transition off a State program carried out under Part A of Title IV of the Social Security Act);
 - ii. to secure and maintain meaningful employment;
 - iii. to attain an adequate education, with particular attention toward improving literacy skills of the low-income families in the communities involved, which may include carrying out family literacy initiatives;
 - iv. to make better use of available income;
 - v. to obtain and maintain adequate housing and a suitable living environment;
 - vi. to obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs;
 - vii. to achieve greater participation in affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundation, and other public and private partnerships to:
 - a. document best practices based on successful grassroots intervention in urban areas, to develop methodologies for widespread replication; and
 - b. (II) strengthen and improve relationships with local law enforcement agencies, which may include participation in activities such as neighborhood or community policing efforts;
- b. to address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing crime, such as:
- (i) programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation and entrepreneurship programs) and after-school child care programs;
- c. to make more effective use of and to coordinate with, other programs related to the purposes of this subtitle (including State welfare reform efforts);
- d. to inform custodial parents in single-parent families that participate in programs, activities, or services carried out or provided under this subtitle about the availability of child support services; and refer eligible parents to the child support offices of State and local governments;
- e. to provide on an emergency basis for the provision of such supplies and services, nutritious food and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals;

- f. to coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals and to avoid duplication of such services;
- g. to ensure coordination between antipoverty programs in each community in the State, and ensure, where appropriate, that emergency energy crisis intervention programs under Title XXVI, The Low-Income Home Energy Assistance Program of Public Law 97-35 (relating to low-income home energy assistance) are conducted in communities; and
- h. to encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

SCOPE OF SERVICES

Subrecipient hereby agrees that funds made available by the Grantor will be used to carry out services and activities as permitted by the Community Services Block Grant (P.L. 97-35, Title VI, Section 671; 42 USC § 9901, et seq) and as outlined in the approved CSBG State Plan.

Subrecipient further agrees that funds made available by the Grantor will be used to implement services and activities as described in the Community Action Plan and Quarterly Action Plan/Report.

Subrecipient shall comply with all CSBG operating procedures, guidelines, and policies issued by the Grantor relating to program performance and reporting requirements.

PARTICIPANT ELIGIBILITY REQUIREMENTS

Participants receiving assistance must meet CSBG income eligibility guidelines. Currently, gross income may not exceed 200% of the Federal Poverty Level (FPL) as established by the U.S. Federal Poverty Guidelines issued by the U.S. Department of Health and Human Services (HHS) in effect at the time of application for assistance.

The income eligibility guidelines may be changed by action of the federal government. Subrecipient shall establish eligibility policies and determination procedures for CSBG funded programs and activities in which low income individuals receive a monetary benefit. Income eligibility shall be based on gross income at or below 200% of the HHS poverty guidelines. The Subrecipient shall maintain accurate documentation of the applicant eligibility determinations.

COMPLIANCE

The Subrecipient shall abide by and comply with all federal, state and local laws; all federal, state and local regulations; and all rules of the grant in the operation of programs under this Agreement.

All services and activities are to be provided in accordance with all applicable federal, state and local laws and regulations including but not limited to the following:

- ❖ The Community Services Block Grant Act, as amended, 42 U.S.C. 9901 et seq.
- ❖ LA R.S. 23:61 through 23:66
- ❖ 45 Code of Federal Regulations (CFR) Part 96
- ❖ Labor and Employment, Title 40, Part XVII, Community Services Block Grant
- ❖ Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Super Circular)

- ❖ Drug Free Workplace Act of 1988
- ❖ Americans with Disabilities Act
- ❖ Pro-Children Act of 1994

The Subrecipient will comply with any amendments and/or revisions to the above mentioned laws and/or regulations and any other policies and procedures which may govern the operation of the CSBG immediately upon notification.

CHARGING OF FEES

No individual participating in any activity resulting in obtaining employment shall be required to pay a fee to the Subrecipient, its agents or any other firm as a condition of employment.

PERFORMANCE MEASURES, PROVISIONS AND EVALUATION

■ Performance Measures

The performance measures applicable to this Agreement shall be included in the Subrecipient's Quarterly Activity Plan/Report for the period of performance and reporting from October 1, 2025 through September 30, 2027. The Subrecipient will establish goals and objectives to be achieved through implementing program services and activities as described in the associated Quarterly Activity Plan/Report. Such goals and objectives will be measured by comparing the actual results with the established Community and/or Individual and Family National Performance Indicators (NPIs) identified by the Subrecipient. The below performance metrics will be used to measure the Subrecipient's progress in helping customers achieve self-sufficiency.

- % of customers who earn an industry recognized credential or complete a training program
 - Corresponds to National Performance Indicator (NPI) 2h "The number of individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills."
- % of customers with an identified need for employment who are referred to the local workforce development center for services
 - % of referred customers who obtain employment
 - Corresponds to NPI 1b The number of unemployed adults who obtained employment (up to a living wage) and NPI 1a The number of unemployed youth who obtained employment to gain skills or income
 - % of referred customers who obtained and maintained employment for 90 days
 - Corresponds to NPI 1c The number of unemployed adults who obtained and maintained employment for at least 90 days (up to a living wage).
 - % of referred customers who entered or transitioned into a position that provided increased income and/or benefits
 - Corresponds to NPI 1h The number of employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits

- % of customers who receive case management services
 - % of above customers who experience a positive change in their self-sufficiency as measured by an assessment tool

Subrecipient may not change the NPIs target numbers after the eleventh-month of a Program Year unless information is submitted that justifies the changes *i.e.*, loss/reduced funding.

▪ **Evaluation**

Section 678E of the CSBG Act requires States to annually prepare and submit a report on the measured performance of the State and the eligible entities in the States. To meet the CSBG annual reporting requirement, States collect information from eligible entities and report to OCS before March 30 each year on the demographics of clients served, uses and results of CSBG for the prior reporting period.

PAYMENT TERMS

▪ **Payments**

Payments will be made to the Subrecipient on a cost reimbursement basis. Reimbursements are conditioned on the full and satisfactory performance of the Subrecipient's obligations under this Agreement. The Grantor shall be liable, subject to the receipt of funds from the federal government and the limitations provided in this Agreement, for the actual costs incurred to perform the activities listed in the Agreement, but in no case shall Grantor be liable for any amount that exceeds the maximum Agreement amount stated in this Agreement unless the maximum Agreement amount is increased by an amendment to this Agreement.

It is understood and agreed that if the Subrecipient fails to submit timely any required fiscal documentation (including audits) or repay disallowed costs required by the Grantor, the Grantor reserves the right to withhold any or all payments due to the Subrecipient until such time as the required reports are received.

▪ **Budget Package**

The Subrecipient shall prepare and submit a Budget Package to the Grantor as specified by written instructions from the Grantor. Subrecipient shall notify the Grantor in writing, when making budget changes and when receiving an increase or decrease in other funding, unless otherwise specified by written instructions from the Grantor. Failure to submit forms and notify Grantor of budget changes may result in a delay or suspension of funds.

▪ **Request for Funds Procedure**

The Subrecipient shall complete and submit a request for funds to the Grantor three (3) days prior to the date the funds are required. A copy shall be submitted electronically as specified by CSBG Procedures.

USE OF FUNDS

▪ **Allowable Costs**

Costs incurred as a result of this Agreement must be reasonable, as permitted by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the OMB Super Circular), codified at 2 CFR Part 200, Subpart E, Cost Principles, 2 CFR Part 200, Subpart F, Audit Requirements, and the CSBG Act, to support the organizational infrastructure required to coordinate and enhance multiple programs, services, and resources that address poverty conditions in the community.

▪ **Contingency Fees and Other Prohibited Fees**

The Subrecipient shall not employ any person or firm to solicit or secure this Agreement under agreement for any commission, percentage, brokerage or contingent fee. Failure to comply with this provision shall give the Grantor the right to terminate this Agreement or to deduct the amount of such commission, percentage, brokerage or contingency fee.

▪ **Costs Requiring Prior Approval**

CSBG funds may be used for the following activities only if prior written approval has been received from the Grantor (inclusion in the Agreement does not provide prior approval). See Section entitled "Prior Written Approval."

- ❖ Sub-agreements and third party agreements for social, professional, consulting and personal services including legal, accounting, etc.
- ❖ equipment and furniture, with a unit cost of \$1,000 or more;
- ❖ Contracts for the lease of space; and
- ❖ The purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy related home repairs) of any building or other facility.

PRIOR WRITTEN APPROVAL

Subrecipient shall request prior written approval from Louisiana Works for indirect costs in advance of the incurrence of the below items. All requests for prior written approval should include the timeframe or scope of the agreement.

Equipment: Subrecipient shall request prior approval from Louisiana Works to purchase any equipment as defined in the Uniform Guidance at 2 CFR 200.33. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

Capital expenditures for general purpose equipment, buildings, and land are unallowable, except with the prior written approval of Louisiana Works. Equipment and other capital expenditures are unallowable as indirect costs. The purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility is unallowable pursuant to Section 678F of the CSBG Act.

Equipment must be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the Subrecipient must not encumber the property without prior approval of the Louisiana Works. When no longer needed for the original

program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
- (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

During the time that equipment is used on the project or program for which it was acquired, the Subrecipient must also make equipment available for use on other projects or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

The Subrecipient must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal government retains an interest in the equipment.

When acquiring replacement equipment, the Subrecipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. However, Subrecipient must request prior approval from LWC prior to trading or selling any equipment.

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

(1) Property records must be maintained by the Subrecipient that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every year.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the Subrecipient must request disposition instructions from Louisiana Works.

Equipment with a unit price of \$1,000 or more may not be disposed of by the Subrecipient without prior written approval from the Grantor. No electronic equipment may be disposed of without written prior approval from the Grantor. Income resulting from the disposal of equipment shall be considered program income and must be used for approved CSBG activities. Equipment purchased prior to December 20, 1995 will be part of the state inventory of property and disposed of in accordance with state property requirements.

▪ **Subagreements and/or Third Party Agreements**

The Grantor will review and monitor the activities covered by any proposed contract, subcontract, or third party agreement that would utilize CSBG funds in whole or part. Subrecipient shall not execute or otherwise enter into any such contract, subcontract, or third party agreement without Grantor's prior review and written approval.

All subcontracts and agreements entered into by Subrecipient utilizing CSBG funding shall contain at a minimum the following information:

- a. name and address of the contractor or third party;
- b. a description of the services to be offered;
- c. the maximum fee to be charged;
- d. a provision requiring the contractor to pay all applicable taxes;
- e. a provision allowing for the review of records by the Legislative Auditor of the State; and
- f. a cancellation clause.

Leases for space agreements shall contain the following:

- a. name and address of lessor and lessee;
- b. a description of the space leased, including the square footage and address;
- c. the maximum fee to be charged;
- d. the starting and ending date of the contract;
- e. the signature of both parties;

- f. a 30-day cancellation clause; and
- g. an availability of funds clause.

- **State CSBG Plan**

The Subrecipient shall comply with the provisions of the CSBG State Plan as approved by the U.S. Department of Health and Human Services and the Governor of Louisiana.

- **Organizational Standards**

On January 26, 2015, the U.S. Department of Health and Human Services, Office of Community Services (OCS) released Information Memorandum (IM) No. 138, State Establishment of Organizational Standards for CSBG Eligible Entities (CEEs) under §678B of the CSBG Act, 42.U.S.C § 9914. To ensure each Subrecipient has appropriate organizational capacity to fulfill the purposes of the CSBG Act, the Grantor will annually review Subrecipient's compliance with Organizational Standards through desk reviews and/or on-site monitoring. If a Subrecipient is not meeting a standard or sets of standards, the Grantor and the Subrecipient shall develop a Technical Assistance Plan (TAP) and/or a Quality Improvement Plan (QIP) to establish training and technical assistance resources and outline a timeframe for the Subrecipient to meet all of the required standards. If the Subrecipient fails to meet the deliverables established in the TAP and/or QIP the Grantor may pursue corrective action, a reduction in or termination of funding.

TRIPARTITE BOARD REQUIREMENTS

- **Applicability**

In order to receive CSBG funds, private not-for-profit agencies must maintain a governing board which meets the tripartite board requirements as detailed in the CSBG Act, Section 676B. Each local governing authority or public agency shall establish an advisory board, with advisory powers only, which meets the requirements of La. R.S. 23:64.1B. The Subrecipient shall submit tripartite board information to the Grantor upon request including, but not by way of limitation, a list of board members and the segment each board member represents and each board members:

- mailing addresses,
- e-mail address, and,
- term of office.

The Subrecipient must notify the Grantor when/if any of the aforementioned criteria changes .

- **Size of Board and Term Limitation**

Governing boards for private nonprofit agencies and advisory boards for public agencies shall consist of not less than 15, nor more than 31 members, who shall broadly represent the area served by the Subrecipient.

The terms of board members representing the selected public officials segment of the board shall coincide with the terms of the elected officials they represent. The terms of all other board members shall not exceed five years, and they shall serve no more than two consecutive terms without serving an inactive year.

▪ **Structure of the Tripartite Board**

The Subrecipient shall administer the Community Services Block Grant program through a tripartite board that fully participates in the development, planning, implementation, and evaluation of the program to serve low-income communities. Members of the board shall be selected by the Subrecipient and the board shall be composed of the following:

- a. one-third of the members of the board shall be elected public officials, currently holding office, or their representatives, except that if the number of such elected public officials reasonably available and willing to serve on the board is less than one-third of the membership of the board, membership on the board of appointive public officials or their representative may be counted in meeting this one-third requirement;
- b. not fewer than one third of the members shall be persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families in the neighborhood served, and each representative of low-income individuals and families selected to represent a specific neighborhood within a community must reside in the neighborhood represented by the member; and
- c. the remainder of the members shall be officials or members of business, industry, labor, religious organizations, law enforcement, welfare, education or other major groups and interests in the community served.

▪ **Bylaws**

The governing board shall adopt bylaws that include the length of service of its members, whether alternates and/or representatives are allowed, a policy for individuals and organizations to petition for membership, and the responsibilities of the governing and/or advisory board. These bylaws shall be available for review by the Grantor. The governing board of a community action agency or private nonprofit organization shall have the power to appoint a person to a senior staff position; determine fiscal and program policies; approve all rules and procedure; and ensure compliance with all conditions which relate to their responsibilities. Such actions shall be consistent with the policies promulgated by the Grantor. If the designated community action agency is under local government authority, the community action agency advisory board shall have no powers as outlined in this section other than to advise the community action agency where the local government authority has reserved much of the authority.

The governing board shall develop policies and procedures that provide a means for low-income individuals, community organizations, religious organizations, or representatives of low-income individuals that consider its organization or low-income individuals to be under-represented on the board to petition for adequate representation.

▪ **Conflict of Interest**

No board member shall engage in any selection, award, or administration of a subgrant or contract supported in total or part with CSBG funds if a conflict of interest, real or apparent, exists. Such a conflict exists when the individual, any member of the individual's immediate family, the individual's partner or an organization that employs or is about to employ the individual has a financial interest in the award, subgrant or Agreement. To the extent applicable,

the board members shall comply with the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 *et seq.*

For the purpose of this Part, immediate family is defined as a board member's children, children's spouses, brothers or sisters and their spouses, parents, spouse, and the parents of his or her spouse.

- **Reimbursements to Board Members**

Board members shall not be paid a salary; however, they may be reimbursed for expenses (i.e., mileage, meals) to carry out their responsibility to assure compliance with the CSBG Agreement. Travel expenses shall be in accordance with the approved travel policy of the Subrecipient or the Division of Administration, PPM 49 of the State of Louisiana Travel Rules and Regulations.

FISCAL SYSTEM REQUIREMENTS

- **General Responsibilities**

The Subrecipient shall maintain an accounting system which separately identifies the expenditure of CSBG funds and complies with generally accepted accounting standards applicable to the Subrecipient.

- **Bank Account**

Subrecipient may maintain CSBG funds in the same manner as all other federal funds. Receipt and disbursements of CSBG funds are to be readily identifiable and kept in a separate journal or separately coded. Codes are to be changed with each federal fiscal year funds.

- **Accounting System**

The Subrecipient is not required to establish an accrual accounting system but must develop accrual data for its reports (i.e., expenditure reports).

- **Indirect Costs**

The Subrecipient will not be reimbursed for any indirect cost unless the indirect cost rate has been approved by a federally cognizant agency and the Subrecipient has received prior written approval from the Grantor to charge the indirect cost to this Agreement. If such approval and documentation is included in an Agreement proposal or an amendment submitted by the Subrecipient, the approval of the Agreement or amendment shall constitute approval of the indirect cost.

- **Cost Allocation**

A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities that cannot be determined because of the interrelationship of the work involved, the costs may be allocated or transferred to benefitted projects on any reasonably documented basis.

▪ **Bonding**

Upon request by the Grantor, the Subrecipient shall furnish the Grantor proof that each employee and officer of the Subrecipient who is responsible for the receipt, custody or disbursement of funds is covered by a fidelity bond. A corporate surety licensed to do business in Louisiana shall issue such bond.

The fidelity bond shall agree to indemnify the Subrecipient against any direct loss of money or other personal property for which the Subrecipient is responsible under the terms of this Agreement. The bond shall be in the amount of \$100,000 or the maximum amount expected to be received in any month, whichever is the less. Written notice shall be given to the Grantor immediately in the event of cancellation of the fidelity bond or the inability to obtain such coverage.

▪ **Closeout Procedures**

The Subrecipient shall submit a closeout package at the end of the grant period to the Grantor, as required by written instructions from the Grantor. The closeout package must be received by the Grantor no later than 45 days after the ending date of the Agreement or as otherwise specified in written instructions from the Grantor.

The closeout package shall include, but not by way of limitation, an expenditure report marked "FINAL" reflecting all costs related to the Agreement, a clear copy of the final bank statement or a copy of the cash balance from the accounting records for the closeout month, a check for all excess funds, and written justification for unexpended funds. Failure to submit payment of unspent funds may result in failure to approve an Agreement for later fiscal/program years and/or the suspension of payments due.

Compensation-Fringe Benefits (Severance Pay)

Prior written approval from Louisiana Works is required for indirect costs of any severance pay.

Entertainment Costs

Entertainment costs, including amusement, diversion, and social activities are unallowed except when considered to have a programmatic purpose and only if authorized or approved by the Federal awarding agency or LWC.

Costs resulting from fines, penalties, damages, settlements

Costs resulting from Subrecipient violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of Louisiana Works.

Fund Raising Costs

Fund raising costs are generally unallowable. Fund raising costs for the purposes of meeting the Federal program objectives are allowable only with prior written approval from Louisiana Works.

Insurance and Indemnification

Costs of insurance required or approved and maintained, pursuant to the Federal award, are allowable. Costs of other insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal government property are allowable subject to the following limitations:

- (1) Types and extent and cost of coverage are in accordance with the non-Federal entity's policy and sound business practice.
- (2) Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal Government property are unallowable except to the extent that the Federal awarding agency has specifically required or approved such costs.
- (3) Costs allowed for business interruption or other similar insurance must exclude coverage of management fees.
- (4) Costs of insurance on the lives of trustees, officers, or other employees holding positions of similar responsibilities are allowable only to the extent that the insurance represents additional compensation (see § 200.431 Compensation—fringe benefits). The cost of such insurance when the non-Federal entity is identified as the beneficiary is unallowable.
- (5) Insurance against defects. Costs of insurance with respect to any costs incurred to correct defects in the non-Federal entity's materials or workmanship are unallowable.
- (6) Medical liability (malpractice) insurance. Medical liability insurance is an allowable cost of Federal research programs only to the extent that the Federal research programs involve human subjects or training of participants in research techniques. Medical liability insurance costs must be treated as a direct cost and must be assigned to individual projects based on the manner in which the insurer allocates the risk to the population covered by the insurance.

Memberships, Subscriptions, and Professional Activity Costs

Costs of the Subrecipient's membership in business, technical, and professional organizations are allowable only with prior written approval of Louisiana Works.

Costs of the non-Federal entity's subscriptions to business, professional, and technical periodicals are allowable only with prior written approval of Louisiana Works.

Costs of membership in any civic or community organization are allowable with prior approval by the Federal awarding agency or LWC.

Costs of membership in any country club or social or dining club or organization are unallowable.

Costs of membership in organizations whose primary purpose is lobbying are unallowable.

Organization Costs

Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the Subrecipient in connection with establishment or reorganization of an organization, are unallowable except with prior approval of Louisiana Works.

Participant Support Costs

In connection with conferences and training projects, participant support costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) are allowable with the prior approval of Louisiana Works.

Rearrangement and Reconversion Costs

Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable as indirect costs. Special arrangements and alterations costs incurred specifically for a Federal award are allowable as a direct cost with the prior approval of Louisiana Works.

Costs incurred in the restoration or rehabilitation of the Subrecipient's facilities to approximately the same condition existing immediately prior to commencement of Federal awards, less costs related to normal wear and tear, are allowable with prior approval of Louisiana Works.

CASE MANAGEMENT AND DATA COLLECTION SYSTEM REQUIREMENTS

A requirement of CSBG funding is to provide accurate, reliable and timely reporting of client, service and outcome data in order to determine and assess the positive impact these funds have on supporting low income individuals and families achieve and maintain stability, self-sufficiency and economic security.

Louisiana Works and the CSBG Network has selected the eLogic Genesis software system for use by all Community Action Agencies for CSBG case management, data collection and reporting requirements. This system's technical innovation, ease of use and functionality fully supports a standardized uniform statewide management and reporting system and provides automated reporting for the Annual Report, Quarterly Activity Reports and the Organizational Standards. This system will be provided by the Grantor for Subrecipient's use for all CSBG-required reports. Two licenses per agency will be provided by Grantor. Subrecipient shall participate in periodic trainings, webinars and online learning provided by the Grantor or at the

Grantor's request to correctly and effectively utilize the system. This is a web-based system. Subrecipient shall maintain the minimum technological requirements needed to operate the system, at its own costs.

REPORTS

The Subrecipient shall submit to the Grantor such reports as required for the purpose of compliance with the federal and state laws and the provisions of this Agreement. Reports shall be correct and submitted in the format and by the dates established by the Grantor. Failure to comply with the reporting requirements may result in the suspension and/or delay of funds being forwarded to the Subrecipient.

▪ Monthly Expenditure Reports

The Subrecipient shall submit monthly expenditure reports to the Grantor no later than the twenty fifth (25) day of the following month, unless otherwise specified by written instructions from the Grantor. Failure to submit reports as established by deadlines may result in a delay or suspension of funds for the Subrecipient.

▪ Quarterly Activity Reports

Data will be monitored quarterly by the Grantor no later than 15 days after the end of the reporting period unless otherwise specified by written instructions from the Grantor. Failure to submit correct reports and as established by deadlines may result in a delay or suspension of funds for the Subrecipient. The Subrecipient is responsible for ensuring data are accurate and up to date.

MAINTENANCE OF AND ACCESS TO AGREEMENT DOCUMENTS AND RECORDS

The Subrecipient shall maintain such records and documentation as are required by the Grantor, make such reports as are required by the Grantor, and make accessible to the Grantor such records as are required to document the expenditures of funds under this Agreement.

▪ Fiscal Records

The Subrecipient shall maintain such records as are required to establish fiscal accountability and participant eligibility and make such records available to the Grantor, or its agent, for review and evaluation. The Subrecipient shall maintain the original source documents to substantiate all expenditures of funds under this Agreement and any other fiscal records required by the Grantor.

▪ Participant Records

The Subrecipient shall maintain the records required to document the eligibility of any participant who receives services under this Agreement. At a minimum, the records shall contain a participant application, eligibility determination and services provided.

▪ Accessibility of Records

All records, fiscal, administrative, and programmatic, shall be available for review, audit or other purposes by the Grantor, the Federal Grantor Agency and the Comptroller General of the United

States, or their duly authorized representative, to assure compliance with federal and state laws and regulations and the provisions of this Agreement. The Grantor reserves the right to copy any records of this Agreement for the purpose of assuring compliance.

▪ **Maintenance of Records - Period of Retention**

The Subrecipient agrees to maintain all the original fiscal, administrative and programmatic records of this Agreement for a period of three (3) years after the ending date of the Agreement, submission of the final expenditure report or the final resolution of any audits, whichever is the later.

PROCUREMENT REQUIREMENTS

All purchases or leases of goods and services must comply with L.A. R.S. 39:1551 *et seq.*, the State Procurement Code, CSBG regulations, and all amendments thereto, unless otherwise allowed by CSBG State Regulations or these clauses. If the Subrecipient's procurement policy or the federal procurement policy is more restrictive; however, the most restrictive policy must be followed.

The Subrecipient may also purchase items directly from the State Agreement Bid List.

EQUIPMENT

Subrecipient shall maintain all equipment purchased with CSBG funding, in good working order and limit its use to approved CSBG activities.

▪ **Inventory**

The Subrecipient shall maintain an inventory for all equipment purchased with CSBG funds that has a unit acquisition cost of \$1,000 or more, as required by Part VII of Title 34 of the Louisiana Administrative Code. Subrecipient shall also maintain an inventory for all electronic equipment purchased with CSBG funds, such as, but not limited to, computers, laptops, and tablets, regardless of the cost. The inventory must include a description of the equipment including the serial number, acquisition cost, and property tag number, which shall be affixed upon receipt to all inventoried equipment. The inventory also must note the location of CSBG equipment. A complete inventory listing all CSBG equipment must be submitted with the annual closeout package. Equipment, which is part of the state inventory of property, will be inventoried in accordance with state requirements.

▪ **Ownership**

The ownership of equipment purchased with CSBG funds remains with the Subrecipient until termination of the Agreement, the Subrecipient ceases to operate, or the equipment is disposed of, whichever occurs first. If this Agreement is terminated or the Subrecipient ceases to operate, equipment purchased with CSBG funds will be returned to the Grantor for use in CSBG approved activities.

▪ **Disposal**

Equipment with a unit price of \$1,000 or more may not be disposed of by the Subrecipient without prior written approval from the Grantor. No electronic equipment may be disposed of

without written prior approval from the Grantor. Income resulting from the disposal of equipment shall be considered program income and must be used for approved CSBG activities. Equipment purchased prior to December 20, 1995 will be part of the state inventory of property and disposed of in accordance with state property requirements.

PREVENTION OF FRAUD AND ABUSE

To ensure the integrity of the CSBG programs, the Subrecipient shall establish, maintain and utilize internal management procedures sufficient to prevent fraud and other program abuses. Fraud is defined as a deliberate action which would result in deceitful practices and intentional misconduct. Abuse means to make wrongful use of or to violate the provisions of the federal and state laws and regulations, the provisions of this Agreement, and the policies of the Grantor.

CONFLICT OF INTEREST

The Subrecipient shall ensure that no employee of the Subrecipient, no member of its board, nor any person involved in the review and approval of the Agreement shall participate in any decisions regarding any activity which would result in monetary gain for that individual, any member of individual's immediate family as defined at LA. R.S. 42:1102, the individual's partners or an organization that employs or is about to employ individual. To the extent applicable, the Subrecipient and its employees shall comply with the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 *et seq.*

The Subrecipient certifies that none of its employees or its officers has an interest, direct or indirect, which would conflict with the activities of this Agreement, and that no person having such interest shall be employed by the Subrecipient.

The Subrecipient shall require all subcontractors to comply with this clause as a condition of award.

POLITICAL AND LOBBYING ACTIVITIES

The Subrecipient shall ensure that no funds provided under this Agreement shall be used for any political or lobbying activity. The Subrecipient shall prohibit any activities to provide voters and/or prospective voters with transportation to the polls, or provide similar assistance in connection with an election or any voter registration activity. Programs assisted under the CSBG Act will not be carried out in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with:

- a. any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;
- b. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
- c. any voter registration activity.

Subrecipient will provide assurances to the effect of the aforementioned prohibition against political activities upon the request of the Grantor.

PERSONNEL AND TRAVEL POLICIES

The Subrecipient shall establish, with its board's approval, personnel and travel policies that comply with the requirements of federal and state laws and regulations and the policies of the Grantor. Travel expenses shall be in accordance with the approved travel policy of the Subrecipient. In the case of public community action agencies, travel expenses shall be in accordance with the local governing authority's approved travel policy. In the case of private, not-for-profit, community action agencies, travel expenses shall be in accordance with the travel policies established by its board and approved by the Grantor.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are on official business of the subaward / Subrecipient. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the grant recipient's written policies and procedures. Costs incurred by employees, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable, necessary, and otherwise allowable to the extent such costs do not exceed charges normally allowed by the grant recipient in its regular operations as the result of the grant recipients written travel policy.

All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US flag air carrier if service provided by such carrier is available. Costs charged directly to this subaward must include documentation that justify that: Participation of the individual is necessary to the subaward; and the costs are reasonable and consistent with the grant recipients established travel policy.

For reimbursement on a mileage basis, the Subrecipient may not charge more than the maximum allowable Mileage Reimbursement Rates for Federal employees as published by the General Services Administration.

The Grantor shall reserve the right to review compliance to these policies as a part of the review of the operation of the Agreement.

INDEPENDENT AGENCY

The Subrecipient shall operate under this Agreement as an independent agency and not as an officer, agency or employee of the Grantor. In no event shall any person employed by the Subrecipient or any subcontractor of the employee be considered to be an employee of the Grantor.

The Grantor shall not be liable to the Subrecipient for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana and no employee of the Subrecipient shall be considered an employee of the Grantor for the purposes of Workers' Compensation coverage.

INSURANCE

The Subrecipient shall maintain insurance policies to provide coverage for employees, motor vehicles and buildings as required below.

- **Vehicles**

The Subrecipient shall maintain and, upon request, furnish proof that all motor vehicles owned and/or leased by the Subrecipient are covered by liability insurance as required by the State of Louisiana. The Subrecipient shall maintain documentation that all motor vehicles used by its employees and/or agents in the performance of duties of this Agreement, and reimbursed for travel from this Agreement, are covered by liability insurance, at least minimum coverage, as required by Louisiana State law. All insurance policies shall be procured from vendors who are licensed to do business in the State of Louisiana.

- **Workers' Compensation**

Upon request, the Subrecipient will furnish proof to the Grantor that workers compensation insurance coverage is maintained for all the employees of the Subrecipient as required by the State of Louisiana. The Subrecipient may, with prior written approval of the Grantor, maintain a self-insurance program for workers' compensation. Any workers compensation insurance plan must meet the requirements of the laws of the State of Louisiana.

- **Other Insurance**

The Subrecipient shall provide any other insurance for its employees or for participants in the activities under this Agreement as required by the State of Louisiana.

- **Duration of Policies**

Insurance policies shall be in effect for the entire period of the Agreement. The Grantor shall not be liable for the reimbursement of premiums for coverage that extends beyond the ending date of the Agreement.

PROGRAM INCOME

Any income produced as a result of an activity funded under this Agreement shall be considered program income. Records shall be maintained to document the amount of income earned and the use of that income.

Program income and monies generated from program income shall be used to offset the cost of the activity that produced the income. Use of program income to fund any other activity which is allowable under the CSBG Act must have the prior written approval of the Grantor.

- **Monitoring**

The Grantor shall monitor the fiscal, administrative and programmatic services and activities in accordance with Section 678B of the CSBG Act, the Uniform Administrative Requirements at 2 CFR Part 200, Subpart D, the applicable Cost Principles at 2 CFR Part 200, Subpart E, all federal and state laws, regulations and rules of the grant in the operation of programs under this Agreement.

AUDITS AND RESOLUTION OF DISALLOWED COSTS

▪ Audits

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors, and Louisiana Works Auditors shall have the option of auditing all accounts of the Subrecipient that relates to this Grant. Audits must be conducted in accordance with Office of Management and Budget (OMB), 2 CFR Chapter 1, Chapter II, Part 200, et al., Subpart F- Audit Requirements – Single Audit, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). A copy of this audit must be submitted to the Louisiana Works as soon as the audit has been completed so that the Louisiana Works may take appropriate action. The audit will be kept on file for review by the Legislative Auditor's Office.

In addition, the Subrecipient and its Fiscal Agent must comply with the following requirements of La. R.S. 24:513 (H):

(1) All auditees and their officials and staff are hereby directed to assist the legislative auditor in his/her work and to furnish such information, reports, aid, services, and assistance as may be requested, all without any cost or charge.

(2) (a) Each auditee shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

(b) A government entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirements of this paragraph.

▪ Resolution of Audits and Disallowed Costs

The Subrecipient shall provide the Grantor with information and documentation to refute any questioned and/or disallowed costs within 30 days of the Grantor's request for information. The Grantor shall review the evidence and make a determination to allow or disallow the costs within 30 days after receiving the evidence. The Subrecipient shall be notified in writing of the determination and of the total amount to be repaid by the Subrecipient. Failure to provide the Grantor with the information requested in a timely manner may result in a suspension of funds under this Agreement.

▪ Repayment of Disallowed Costs

The Subrecipient shall repay to the Grantor, from funds other than those received from the Grantor, any costs that have been disallowed or make repayments in accordance with an approved repayment plan. All repayment of CSBG funds must be from non-federal resources. Federal funds cannot be used to repay disallowed costs. Failure to repay a disallowed cost or not

meet any payment of an approved repayment plan on the due date may result in the suspension of funds under any Agreement that may be in operation.

DISPUTES AND APPEALS

▪ Disputes

Any disputes which may arise, with the exception of a dispute with procedures for resolution provided for elsewhere in these clauses, shall be in writing to the State Director of the CSBG programs within fifteen (15) days from the receipt of notification of the action causing the dispute. All efforts will be made to resolve the disputes, and the Director shall provide a decision in writing to the Subrecipient within ninety (90) days of the receipt of written notification.

▪ Appeals

In the event the Subrecipient does not agree with the determination of the Director of CSBG, a written appeal may be filed to the Secretary or designee. The appeal must be in writing, and must be filed within fifteen (15) days after the receipt of a determination from the Director of CSBG programs. The appeal must contain specific information on the reasons for the appeal and description of the relief sought. If an appeal is requested, it will be scheduled and Subrecipient will receive a final determination in a reasonable period of time. Further, Subrecipient may be required to pay reasonable litigation expenses should it lose its appeal.

▪ Legal Remedies—Dispute Resolution

In the event of either party's breach or default, the other party shall be entitled to exercise all rights and pursue all remedies available under Louisiana law. To the extent not inconsistent with the federal laws and regulations governing the CSBG program, any claim or controversy arising out of this Agreement shall be resolved by the provisions of LSA - R.S. 39:1672.2 – 1672.4.

FISCAL FUNDING AND BUDGET REDUCTIONS

▪ Reduction in Funding for Cause

In reference to a funding reduction, the term "cause" includes, but not by way of limitation, statewide redistribution of funds under this subtitle to respond to the results of the most recently available census or other appropriate data, the establishment of a new eligible entity, severe economic dislocation, or the failure of an eligible entity to comply with the terms of an agreement or the State Plan or to meet a State requirement, as described in Section 678C of the CSBG Act.

For the purposes of making a determination with respect to a termination, the term "cause" includes, but not by way of limitation, the failure of an eligible entity to comply with the terms of its agreement or a State Plan or to meet the State requirements as described in Section 678C of the CSBG Act.

The Grantor may terminate this Agreement, in whole or in part, for cause or convenience in compliance with this clause.

▪ Termination For Cause

If the State determines that, on the basis of a final decision in a review pursuant to Section 678C of the CSBG Act, that an eligible entity fails to comply with the terms of an agreement, or the State Plan, to provide services under this subtitle or to meet the appropriate standards, goals, and other requirements established by the State (including performance objectives) the State will:

- a. inform the entity of the deficiency to be corrected;
- b. require the entity to correct the deficiency;
- c. offer training and technical assistance –
 - 1) if appropriate, to help correct the deficiency, and prepare and submit a report to the Secretary of the U.S. Department of Health and Human Services describing the training and technical assistance offered; or
 - 2) if the State determines that such training and technical assistance are not appropriate, prepare and submit to the Secretary of the U.S. Department of Health and Human Services a report stating the reasons for the determination; and
- d. request a quality improvement plan –
 - 1) at the discretion of the State (taking into account the seriousness of the deficiency), allow the entity to develop and implement, within 60 days after being informed of the deficiency, a quality improvement plan to correct such deficiency within a reasonable period of time, as determined by the State;
 - 2) not later than 30 days after receiving from an eligible entity a proposed quality improvement plan pursuant to subparagraph (1) either approve such proposed plan or specify the reasons why the proposed plan cannot be approved; and
 - 3) after providing adequate notice and an opportunity for a hearing, initiate proceeding to terminate the designation of or reduce the funding under the Act for the eligible entity unless the entity corrects the deficiency.

▪ **Termination for Convenience**

To the extent permitted by the federal laws, regulations and other requirements governing the CSBG program, and subject to the approval of the Secretary of Louisiana Works or his designee, the Grantor or the Subrecipient may terminate this Agreement for convenience. Either party shall give a thirty (30) day written notice of the intent to terminate. The Grantor shall be liable only for payment of those services performed prior to the termination date, provided the services comply with federal and state laws and regulations and with the provisions of this Agreement.

▪ **Hearings—Agreement Termination and Funding Reduction Appeals**

The Grantor shall select hearing officers to function in a quasi-judicial capacity in relation to the hearing process. All hearings shall be conducted in accordance with the Louisiana Administrative Procedure Act, La. R.S. 49:951 *et seq.*, and Grantor's regulations governing the appeal process, Louisiana Administrative Code, Title 40, Part XVII, Section 2901 *et seq.*

The Subrecipient may appeal the decision to the Secretary of the U.S. Department of Health and Human Services within 15 days after the receipt of the decision. If no appeal is filed, the decision is final.

INDEMNIFICATION

The Subrecipient agrees to indemnify and hold harmless the Grantor from all injury, damage, or destruction of property of the Grantor arising out of all acts of omission, or caused in whole or in

part by presumed negligence on the part of the Subrecipient or its officers, agents, employees, subcontractors or program participants.

The Subrecipient further agrees to indemnify, hold harmless and defend the Grantor and its officers, agents or employees from all claims and/or suits resulting from the misuse, misapplied or misappropriated funds, which has been determined to result from the activities of the Subrecipient.

AVAILABILITY OF FUNDS

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

In addition, the funding of this Agreement is wholly conditioned on the actual receipt of federal funds appropriated under the Community Services Block Grant Act of 1981 by the Grantor. In the event funds anticipated under the Act should not be received timely, or should be suspended or terminated, in whole or part, the Grantor reserves the right, at its sole discretion, to suspend or terminate this Agreement. The Grantor shall, within a reasonable period of time, notify the Subrecipient, in writing, that the Agreement is suspended or terminated. The Grantor shall not be liable for the payment of any work or services after the date of termination and /or suspension of the federal funds. This Agreement may also be terminated by the Grantor upon 30 days written notice, in accordance with the LAC Title 40, Part XVII, Section 2901 and the Omnibus Budget Reconciliation Act of 1981, Title VI, Subtitle B, Section 676A.

TAXES

The Subrecipient hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be the Subrecipient's obligation under the Federal Tax ID listed on page 1 of this Agreement.

ASSIGNMENT

The Subrecipient agrees not to assign or transfer any interest in this Agreement without prior written approval of the Grantor, except that monies due, or to become due, under this Agreement may be assigned to any bank, trust company, or other financial institutions without such prior written approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantor within ten (10) days.

NONDISCRIMINATION PROVISIONS

The Subrecipient agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), as amended, which prohibits discrimination

against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment for Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as amended, and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

Further, in accordance with the La. R.S. 23:301 et seq. "Louisiana Employment Discrimination Law", the Subrecipient assures that it will not discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, , national origin, veteran status, natural, protective, or cultural hairstyle, or disability. Further, no Subrecipient having regularly in its employ, twenty or more employees, shall make, adopt, or enforce any rule, regulation, or policy forbidding or preventing any of its employees from engaging or participating in politics, or from becoming a candidate for public office, nor adopt or enforce any rule, regulation, or policy which will control, direct, or tend to control or direct the political activities or affiliations of his employees, nor coerce or influence, or attempt to coerce or influence any of his employees by means of threats of discharge or of loss of employment in case such employees should support or become affiliated with any particular political faction or organization, or participate in political activities of any nature or character. Any act of discrimination committed by Subrecipient, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

CERTIFICATIONS

▪ Lobbying

Under the provisions of the Community Services Block Grant Act, as amended, the representative of the Subrecipient signing this Agreement certifies, to the best of his or her knowledge and belief, that:

- a. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal Agreement, the make of any Federal loan, the entering into of any cooperative agreement, and the extension, renewal, amendment, or modification of any Federal Agreement, loan, or cooperative agreement.
- b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Agreement, loan, or cooperative agreement, the

undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subAgreements, Agreements under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

▪ **Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions**

Under the provisions of the Community Services Block Grant Act with 1994 Amendments regarding debarment, suspension, and other responsibility matters for primary covered transactions:

- a. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
 - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Agreement under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b of this certification; and
 - 4. have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The certification or explanation will be considered in connection with the Grantor’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed with Grantor to determine that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the State Government; Grantor may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to Grantor, to whom this Agreement is submitted, if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Grantor.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” provided by Grantor entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- i. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- j. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- k. Except for transactions authorized under subsection “f” above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available Grantor may terminate this transaction for cause or default.

ATTACHMENTS

The following Attachments are incorporated into and made a part of this Agreement:

Attachment I: Certification of Authority (public) or Corporate Resolution (private)

Attachment II: Authorized Signature Sheet

In witness thereof, the parties hereto have executed or approved this Agreement with attachment thereto signed on the date(s) noted below.

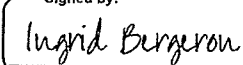
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**STATE OF LOUISIANA
LOUISIANA WORKS**

Susana Schowen
Secretary

Date

St. James Parish Government - Dept. of Human Resources

Signed by:


86839247404D463...
Signature

1/13/2026

Date

Printed Name: Ingrid Bergeron

Printed Title: Director

The following resolution was offered and moved for adoption by Councilman__ _ and seconded by Councilman_____.

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT AND/OR THE DIRECTOR OF HUMAN RESOURCES TO SIGN FY2026 NEW AND/OR AMENDED CONTRACTS FOR THE COMMUNITY SERVICES BLOCK GRANT BETWEEN THE LOUISIANA WORKFORCE COMMISSION AND ST. JAMES PARISH DEPARTMENT OF HUMAN RESOURCES, CAA



WHEREAS, the St. James Parish Council is the governing body of the Parish of St. James; and

WHEREAS, the St. James Parish President, Peter A. Dufresne, is the chief executive officer of the parish, and,

WHEREAS, the Parish President may name the Director of Human Resources to sign funding applications, including assurances, agreements, contracts, amendments, and revisions; and

WHEREAS, “the Community Services Block Grant (CSBG) is a federally funded block grant in the Office of Community Services, Administration for Children and Families, United States Department of Health and Human Services that provides funds to states, territories, and tribes to administer to support services that alleviate the causes and conditions of poverty in under resourced communities.”

WHEREAS, the St. James Parish Government Department of Human Resources, Community Action Agency demonstrated outstanding proficiency in the development and operation of federal, state, and locally funded programs to benefit low-income residents of St. James Parish including the Community Services Block Grant (CSBG) program; and

WHEREAS, Community Service Block Grant contract awards and budget revisions between the Louisiana Workforce Commission and St. James Parish Department of Human Resources, CAA are in amounts specified by the Louisiana Workforce Commission.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council that the Parish President and/or the Director of Human Resources, is authorized to sign such the necessary contracts, budget requests, amendments, and other agreements in order that the Department of Human Resources receive CSBG Funds or any other funds from the Louisiana Workforce Commission.

- 1. That the Parish President and/or the Director of Human Resources, is authorized to execute and file an application on behalf of St. James Parish with the Louisiana Workforce Commission to aid benefiting disadvantaged, low-income populations.
- 2. That the Parish President and/or the Director of Human Resources is authorized to sign assurances, agreements, contracts, amendments and revisions and other necessary documents required.
- 3. That the Parish President and/or the Director of Human Resources is authorized to furnish such additional information as the Louisiana Workforce Commission may require in connection with the application or the project.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 21st day of January 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 21st day of January 2026.

Signed at Vacherie, Louisiana, this 21st day of January 2026.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilman__ _ and seconded by Councilman_____.

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT AND/OR THE DIRECTOR OF HUMAN RESOURCES TO SIGN FUNDING APPLICATIONS, SUPPLEMENTS, AND ONE-TIME FUNDING APPLICATIONS FOR THE ST. JAMES PARISH DEPARTMENT OF HUMAN RESOURCES LIHEAP PROGRAM FUNDS INCLUDING APPROPRIATE ASSURANCES, AGREEMENTS, CONTRACTS, AMENDMENTS, AND REVISIONS IN ORDER FOR ST. JAMES PARISH TO ADMINISTER LIHEAP PROGRAM FUNDS FOR FY26 FOR THE CONTRACT PERIOD OF 10/1/25 – 9/30/26.



WHEREAS, St. James Parish Government is the governing body of the Parish of St. James; and,

WHEREAS, the St. James Parish President, Peter A. Dufresne, is the Chief Executive Officer of the Parish; and,

WHEREAS, the Parish President may name the Director of Human Resources to sign funding applications, including assurances, agreements, contracts, amendments, and revisions; and

WHEREAS, St. James Parish Government Department of Human Resources is officially designated as the Community Action Agency for St. James Parish; and,

WHEREAS, the St. James Parish Government Department of Human Resources has operated federal, state and locally funded programs to benefit the elderly and low-income residents of St. James Parish since 1965.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council:

- 1. That Peter A. Dufresne, St. James Parish President and/or the Director of Human Resources are authorized to execute and file any application on behalf of St. James Parish to operate existing or new LIHEAP programs funds administered by St. James Parish Department of Human Resources.
- 2. That Peter A. Dufresne and/or the Director of Human Resources are authorized to sign assurances, agreements, contracts, amendments, and revisions and other necessary documents required.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the day 21st of January 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 21st day of January 2026.

Signed at Vacherie, Louisiana, this 21st day of January 2026.

(S E A L)

Linda Hubbell
Secretary

**LOUISIANA HOUSING CORPORATION
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) AGREEMENT
with
ST. JAMES PARISH DEPARTMENT OF HUMAN RESOURCES**

THIS AGREEMENT (the “Agreement”) is entered into between the LOUISIANA HOUSING CORPORATION (the “Corporation” or “LHC”), a public body corporate and politic constituting an instrumentality of the State of Louisiana, with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana 70808, and the **St. James Parish Department of Human Resources (“Contractor”)** with its principal place of business at **P. O. Box 87, Convent, LA 70723**.

In consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto, the Corporation and the Contractor agree as follows:

I. CONTRACTOR’S SCOPE OF WORK AND OBLIGATIONS

A. Scope of Work

1. Contractor shall be responsible for the implementation of the provision of Low-Income Home Energy Assistance Program (“LIHEAP”) assistance to eligible participants residing in the State of Louisiana in the geographic areas identified in **Attachment A (Allocation Charts)**, pursuant to Title 42 of the United States Code (USC) Section 8621 *et seq.* (the Low-Income Home Energy Assistance Act of 1981, as amended) and the LHC Act.
2. The Contractor shall perform all obligations under the Agreement, and provide all services, materials, equipment, supplies, facilities and professional and technical personnel, needed to carry out all Contractor obligations under the Agreement, in accordance with sound management practices, federal statutes, LHC regulations and requirements and this Agreement.
3. Unless otherwise specified in the LHC’s LIHEAP State Plan or elsewhere in this Agreement, Contractor shall ensure that services and activities are made available to the low-income community throughout the geographic areas identified in **Attachment A (Allocation Charts)**. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. §8624, *et seq.*
4. In accordance with **Attachment A (Allocation Charts)**, attached hereto and incorporated herein by reference, the following services shall be provided by the Contractor under this Agreement as allocated in said attachment during Heating, Cooling, and Crisis Assistance Periods: conducting outreach activities, intake of applications, determining eligibility for crisis and/or non-crisis services, providing active energy conservation education where indicated in the LIHEAP Service Delivery Guide and adhering to performance and reporting requirements.

- B. When applicable, Contractor shall provide copies of any sub-contracts to the LHC within thirty (30) days of execution of subcontractor agreement. Each contract should include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and description of each subcontractor activity to be performed under the contract.
- C. **Provision for Program Requirements** LHC shall provide Contractor with specific program requirements which shall be binding upon the Contractor as a condition of the Contractor's participation in the LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:
1. That such additional requirement shall be issued by LHC in writing in the form of "Notice LHP-XXXX-XX";
 2. That such additional requirements shall be issued by LHC in the most timely and expeditious manner practicable;
 3. That such additional requirements shall be reasonably necessary to realize the purposes of the LIHEAP;
 4. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or LHC's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or LHC shall be subject to an amendment to this Agreement;
 5. That the parties' failure to execute a mutually acceptable amendment, as contemplated in paragraph 4 above, in a reasonable period of time, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
 6. That upon LHC's good faith determination, delivered to the Contractor by written notice that an agreement between the parties to any necessary amendment as contemplated in paragraph 4 above cannot be reached, then this Agreement shall be "closed out" and the funds disposed in accordance with the established LHC procedure and policy and as required under federal and state law.
- D. **Compliance.** All services and activities contemplated under this Agreement are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the following:
1. The Low-Income Home Energy Assistance Program Act of 1981, 42 U.S.C. §8621 *et seq.*, and 45 Code of Federal Regulations ("CFR") Part 96;
 2. Louisiana Revised Statute 40:600.86, *et seq.*; and
 3. The OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 CFR 200 and 2 CFR 300.
- E. **Requirements, Standards and Guidelines.** Contractor agrees to apply all of the requirements, standards, and guidelines contained in the OMB Uniform Administrative Cost Principles and Audit Requirements, found at 2 CFR 200 and 2 CFR 300, as they may be amended from time to time, to

all of the procurement, administrative, and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in such authority that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any state law or regulation, or any specific provision of this Agreement, then that law or regulation or provision shall apply instead. The above-referenced authority is incorporated herein to this Agreement by reference.

- F. **Catalog of Federal Domestic Assistance Number.** This award is made available through the United States Department of Health and Human Services ("DHHS") Low-Income Home Energy Assistance Program. The Catalog of Federal Domestic Assistance Number for LIHEAP is 93.568.

II. BUDGET DETAIL AND PAYMENT PROVISIONS

A. LHC Budget Contingency

1. It is mutually agreed that if the LIHEAP State Plan of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the LHC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the LIHEAP State Plan for purposes of this program, the LHC shall have the option to either cancel this Agreement with no liability occurring to the LHC, or offer an agreement amendment to Contractor to reflect the reduced amount.

B. Federal Budget Contingency

1. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the LHC by the United States Government for each fiscal year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. The LHC has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.
5. The LHC shall authorize expenditures of funds under this Agreement based on the approved LIHEAP State Plan.
6. The LHC shall authorize expenditures of funds based on the yearly submission and approval of a cost allocation plan.

7. It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program or appropriates additional funds, this Agreement shall be amended to reflect any decrease or increase in funds.
- C. **Budget Guidelines.** Upon execution of this Agreement, Contractor shall submit a cost allocation plan, including an annual DHHS/LIHEAP Budget based on the Maximum Amount of this Agreement and in accordance with other applicable provisions of this Agreement.

D. **Allowable Costs**

1. *Administrative Costs*

- a. Administrative costs shall not exceed seven and a half percent (7.5%) of the Contractor total LIHEAP grant award.
- b. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers' compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, indirect rates, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.
 - i. Prohibited Administrative Costs:
 - Fines, penalties, and late fees
 - Alcohol, entertainment, and morale expenses
 - Fundraising or lobbying expenses (2 CFR 200.450–457)
 - Capital expenditures without required prior approval
 - Costs shifted from other federally funded programs
- c. Both local governments and private, nonprofit corporations shall use the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 CFR 200 and 2 CFR 300, as a guide for determining administrative costs along with the Louisiana LIHEAP Service Delivery Guide.
- d. Assurance 16 Costs. Administrative costs for Assurance 16 activities shall not exceed the budgeted amount for the program year as set forth in the corresponding State Plan. Administrative costs for Assurance 16 activities must be counted toward the ten percent (10%) administrative limit allowed on federal programs. The Grantee may use these funds for planning and administering the Low Income Home Energy Assistance Program (LIHEAP).

2. *Program Support Costs*

- a. Program Support costs are actual costs that are non-administrative in nature and that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by LHC for the purpose of delivering services.
- b. Program Support Costs shall mean actual, direct costs of providing program services, which are not strictly associated with intake and eligibility determination. Examples of Program Support costs are: staff salaries and benefits providing direct program services,

direct costs of providing services, program outreach costs, screenings and assessments, referrals to other agencies, case work in response to a household's energy emergency, and services that are non-administrative in nature but are for activities directly related to outreach, information resources and referral, case management and crisis services necessary to deliver services of the grant program.

3. Assurance 16 Costs

- a. Assurance 16 activities shall not exceed the budgeted amount for the program year as set forth in the corresponding State Plan and include those actual costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the LHC for the purpose of delivering services.
- b. Assurance 16 costs shall mean costs associated with activities which support providing direct services to the eligible participant including such items as client education, energy conservation activities and education, needs assessments, budget counseling, assistance with energy vendors, and reporting regarding such activities.

E. Reimbursement Guidelines

1. *Claims for Reimbursement.* Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for reasonable, actual, allowable, and allocable direct and indirect costs.

F. Reporting Requirements

1. **Federal Funding Accountability and Transparency Act Reporting ("FFATA").** LHC may issue guidance and/or amendments to this Agreement, establishing additional reporting requirements as may be necessary to ensure compliance with the Federal Funding Accountability and Transparency Act ("FFATA") or other federal and state regulations, as applicable.
2. **Weekly/Monthly/Quarterly Reports**
 - a. Contractor shall submit expenditures and activities by entry into the web-based, Hancock Energy Software System (HES) for client services and administrative, program support, and Assurance 16 cost reimbursements. A Contractor's certification of client services equals a signed report ready for review and processing submitted to LHC and should contain the appropriate information, invoices and supporting data in the electronic submission in HES.
 - b. Contractor shall produce and make available all records necessary for adequate verification of expenditures and activities submitted at the request of LHC.
 - c. All adjustments, if any, must be reported through HES under the report period in which the expenditures occurred.
 - d. Weekly reports for client services should be submitted to LHC as they are approved following Second Level review, irrespective of the level of activity or amount of the expenditures. Weekly reports should not be submitted on Mondays.

- e. Monthly reimbursement requests for administrative, program support, and Assurance 16 expenditures should be submitted to LHC by the fifteenth (15th) day of the subsequent month (or next business day following the 15th day) for the previous month.
 - f. LHC shall disburse administrative, program support, and Assurance 16 reimbursement requests to the statewide contractors within twenty (20) business days after receipt of an accurate, signed report.
 - g. LHC will make payments directly to the Utility Vendors who have submitted the W-9 form and have a signed Vendor Agreement with LHC via electronic transfer or paper check, based on the process the vendor has elected. This shall be done within fifteen (15) business days after receipt of an accurate report for client services from the Contractor unless Act of God or other uncontrollable event occurs.
 - h. LHC will make payment to the Contractor on behalf of the Utility Vendor for those who have not submitted the W-9 form and a signed Vendor Agreement to LHC within fifteen (15) business days after receipt of an accurate report for client services from the Contractor unless Act of God or other uncontrollable event occurs. The Contractor will be responsible for paying the Utility Vendor directly.
 - i. Quarterly reconciliation reports may be required to reconcile the funds drawn from LHC and funds expensed by Contractor.
3. **LHC Review.** LHC shall review annually the Contractor's reimbursement/activity reports and evaluate Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Agreement. Such evaluation shall also be based upon timely receipt of the required reports and/or compliance with material requirements of this Agreement.
4. **Refunds.** Any Utility Vendor refund checks collected shall be returned by check to LHC by the 10th day of the subsequent month. Contractor shall identify the customer's name, address, account number, and benefit amount returned.
5. **Close-out Report.** Contractor shall submit a close-out report, verifying all actual, allowable, and allocable costs submitted during the term of this Agreement. Administrative costs, outreach, intake, and training and technical assistance shall not exceed the maximum allowable amounts. Administrative, program support, and Assurance 16 costs shall remain proportionate to the cumulative allowable program expenditures. Any administrative, program support, and Assurance 16 costs that exceed these limits shall be disallowed and returned to LHC within thirty (30) calendar days after expiration of this Agreement. The final close-out report shall include the documents listed on the LIHEAP Closeout Checklist (attached to this Agreement as **Attachment B**), signed by the authorized representative of the Contractor. The Contractor's obligations to LHC under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of LHC. Such requirements shall include without limitation, submitting final report to LHC and providing any closeout related information requested by LHC by the deadlines specified by LHC. This provision shall survive the expiration or termination of this Agreement.

III. **ASSURANCE 16 ACTIVITY GUIDELINES**

Assurance 16 program funds shall be used for such services, including needs assessment, client education and budget counseling, outreach, energy efficiency education materials, referrals to the Weatherization Assistance Program, and coordination with utility companies, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

A. **Client Education/Budget Counseling.** Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with the Contractor's approved plan. Contractor shall include at least the following:

1. Information to the client regarding the importance of applying for energy assistance prior to being in an arrearage situation and to include information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State.
2. Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
3. Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

B. **Coordination.** Contractor shall refer all potentially eligible applicants to the LIHEAP Weatherization Program or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

C. **Assurance 16 Proposal**

1. Contractor shall submit an annual Assurance 16 proposal to LHC with the signed contract. The Assurance 16 proposal is intended to systematize the gathering of planning information to assist LHC with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the LIHEAP and reflective of the needs of the local low-income population.
2. LHC will review the annual Assurance 16 proposal to ensure compliance with federal and state laws and departmental requirements. If the Assurance 16 proposal documents do not provide reasonable demonstration that the Contractor's services and activities are in compliance with federal and state law governing the LIHEAP block grant, LHC will ask Contractor to supplement response or documents accordingly prior to execution of this Agreement.
3. LHC's approval of the Assurance 16 proposal documents submitted by Contractor shall not be construed as prior approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal requirements that the actual costs are allowable and allocable pursuant to all laws, regulations, and this Agreement.

IV. PERFORMANCE-BASED REQUIREMENTS

- A. Adequate fiscal performance will be the expenditure of one hundred percent (100%) of the LIHEAP allocations by December 31st of the second program year. For the purpose of this contract, “**Program Year 1**” means October 1, 2025 – September 30, 2026, and “**Program Year 2**” means October 1, 2026 – September 30, 2027. Achievement of the following expenditure percentages shall occur as follows:
 - 1. Fifteen percent (15%) by January 31st of Program Year 1.
 - 2. Thirty percent (30%) by March 31st of Program Year 1.
 - 3. Sixty percent (60%) by June 30th of Program Year 1.
 - 4. Ninety percent (90%) by September 30th of Program Year 1.
 - 5. One hundred percent (100%) by December 31st of Program Year 2.
- B. LHC shall review Contractor’s achievement of goals each month.
- C. At the conclusion of each performance benchmark, LHC shall review Contractor’s achievement of goals, and if they are not being achieved, LHC shall notify Contractor that contract goals are not being met, and Contractor shall be required to provide an alternate plan for expenditure within thirty (30) calendar days.
- D. If the Contractor has previously been contacted regarding noncompliance and is found to have another quarterly period of noncompliance, the Contractor shall be notified in writing that contract goals are not being met and that the Contractor has established a pattern of failing to meet expenditure goals. Contractor shall meet all goals inclusive to the next one-month period.
- E. If, at the conclusion of the Program Year 1 reporting period, the Contractor has not achieved ninety percent (90%) of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the LHC shall notify Contractor that contract goals are not being met and Contractor shall be required to assess and provide a realistic capacity for the Contractor to expend the remaining funds by December 31st of Program Year 2. A determination may be made by LHC as to the viable amount of funds that will remain in the contract. If a determination results in unexpended funds becoming available, the LHC will recapture such funds by February 28th of Program Year 2 and redistribute such funds to an eligible performing Contractor in accordance with the LHC Plan. The LHC reserves the right to redistribute funds within the LHC if it becomes necessary.

V. SPECIAL TERMS AND CONDITIONS

A. Conflict of Interest

- 1. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.

2. Contractor shall establish safeguards to prohibit its employees, officers, and any and all subgrantee's/subcontractor's employees and officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. Such safeguards shall be provided to the LHC during the time of monitoring or made available upon request, and such safeguards shall be consistent with 2 CFR Part 200.112 "Conflict of Interest" and 2 CFR Part 200.113 "Mandatory Disclosure". Pursuant to 2 CFR Part 200.112 "Conflict of Interest" and 200.113 "Mandatory Disclosure", Contractor shall ensure that subgrantees and subcontractors do not provide LIHEAP services or activities to beneficiaries where there is an actual or perceived conflict of interest, unless LHC has provided prior written approval of: Contractor's conflict of interest policies and procedures, or any individual service or activity that presents an actual or perceived conflict including, but not limited to:
 - a. Providing program services to Contractor's or subgrantee's/subcontractor's employees, officers, or other persons or entities with whom Contractor's employees or officers have family, business, or other ties; and
 - b. Providing program services to owner-occupied or rental dwellings that are owned or managed by the Contractor's, subgrantee's or subcontractor's employees or officers.
4. To obtain prior written approval by LHC, Contractor must demonstrate that it will:
 - a. Follow all regular eligibility and prioritization requirements of the federal and state LIHEAP programs, as applicable to each service or activity;
 - b. Comply with all eligibility requirements of the LIHEAP program and this Agreement;
 - c. Consent to any further conditions if required by LHC. Failure to obtain prior written approval by LHC will result in costs being disallowed.

B. Standards of Conduct and Conflict of Interest Requirements

1. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

2. Contractor shall not pay federal funds received from LHC to any entity in which it (or one of its employees, officers, or agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person with a conflict of interest as defined in 2 CFR Part 200.

C. Board Roster, Bylaws, Resolution, and Minutes

1. Upon execution of this Agreement, Contractor shall submit to LHC a current roster of members of its governing board's Executive Committee, including contact information for each Committee member at a location other than the Contractor's office, and the most recent version of the organizational bylaws.
2. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a Board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
3. Where Contractor elects to delegate the signing authority to the chief executive officer, LHC will accept either a resolution specific to this Agreement or a resolution passed by the governing board that is more generally applicable to the LHC Energy Program. Either a specific or current general resolution must be on file with LHC prior to finally executing this Agreement.
4. Contractor shall submit to LHC the minutes from regularly scheduled meetings of the governing board no later than thirty (30) days after the minutes are approved from any meeting where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the Low-Income Home Energy Assistance Program.

D. Auditing Standards. Contractor must follow all audit requirements as set forth in this Agreement, including but not limited to the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR 200.512).

E. Audit Reports.

1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR 200.512), standards promulgated by the American Institute of Certified Public Accountants ("AICPA"), and those standards included in "Government Accounting Standards, 2021 Revision, as amended."
2. If Contractor expends \$1,000,000 or more in federal funds annually, Contractor is required to obtain a single or program-specific audit. Contractor shall inform the Corporation within thirty (30) days after the end of Contractor's first fiscal year whether or not a single audit is to be performed. If a single audit is expected, then the Contractor shall send the Corporation a copy of the engagement letter. The audit shall be conducted in accordance with generally accepted auditing standards contained in the Governmental Auditing Standards-Standard for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the United States General Accounting Office, Single Audit Amendments of 1996 (Public Law 104-156), the provisions as specified in 2 CFR Part 200 Subpart F, Audit Requirements, and any

other applicable State and/or Federal regulations. All reports and engagement letters are to be forwarded to the Louisiana Housing Corporation.

3. If the cost of the audit is to be recovered through this Agreement, the audit engagement letter prepared by the Certified Public Accountant performing the audit shall include a budget showing the portion of cost allocated to each program/contract.
4. If Contractor expends less than \$1,000,000 per year in federal funds, Contractor shall follow the compliance/attestation guidance offered in the Louisiana Governmental Audit Guide (revised April 14, 2022) pertaining to quasi-public entities, as prepared by the Louisiana Society of Certified Public Accountants to complete the audit.
5. In accordance with 2 CFR 200.512, Contractors must submit to LHC one copy of the required audit report(s), and any management letter if issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to LHC a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. LHC may grant an extension not to exceed thirty (30) calendar days from the original due date.

6. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.
7. The audit report must specifically mention that a review for compliance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 CFR 200, was conducted. In the event an audit required under this section has not been submitted in a timely fashion, LHC may at its option impose sanctions as provided in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 CFR 200.339, at a minimum:
 - a. Withholding a percentage of federal awards until the audit is completed satisfactorily;
 - b. Withholding or disallowing overhead costs;
 - c. Suspending federal awards until the audit is conducted; or
 - d. Terminating the federal award.

VI. SUBCONTRACTS

All subcontracts entered into to perform the direct services covered under this Agreement shall comply with all terms, conditions, assurances, and certifications of this Agreement and requirements as provided for and described in the State Plan. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to an assurance that the subgrantee and/or subcontractor agreements shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services.

- A. Contractor shall provide copies of all contracts to the LHC within thirty (30) days of execution of each subgrantee and/or subcontractor agreement. The agreement should include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and description of each subgrantee and/or subcontractor activity to be performed under the Agreement.

This written notification shall also include a certification that to the best of Contractor's knowledge, the subgrantee or subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency. For purposes of this certification of subgrantee's/subcontractor's eligibility, Contractor may rely on information provided via the System for Award Management (SAM), available at <https://www.sam.gov>.

- B. If LHC determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended or otherwise ineligible on SAM.gov as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- C. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subgrantee or subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subgrantee's or subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 CFR 200.
- D. Contractor shall immediately notify subgrantee(s)/subcontractor(s) in writing within five (5) days of such action in the event the LHC suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- E. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).
- F. Nothing contained in this Agreement or otherwise shall create any contractual relation between the LHC and any subgrantees/subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor's obligation to pay its subgrantees/subcontractors is an independent obligation from the LHC's obligation to make payments to the Contractor. As a result, the LHC shall have no obligation to pay or to enforce the payment of any moneys to any subgrantee/subcontractor.

VII. INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. **Workers Compensation.** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the state of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. **Commercial General Liability.** Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
3. **Automobile Liability.** Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
4. **Professional Liability (Errors and Omissions).** Professional Liability insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.
5. **Cyber Liability.** Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the state's confidential data shall have a minimum limit per occurrence of \$1,000,000.

B. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and accepted by the Corporation. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. The Corporation, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Corporation.
 - b. The Contractor's insurance shall be primary as respects the Corporation, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Corporation shall be excess and non-contributory of the Contractor's insurance.
2. Workers Compensation and Professional Liability Coverage. To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Corporation, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Corporation.
3. Cyber Liability. Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the state's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium in accordance with La. R.S. 51:3071-3077 — Louisiana Database Security Breach Notification Law.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

4. All Coverages
 - a. All policies must be endorsed to require 30 days written notice of cancellation to the Corporation. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Corporation of policy cancellations or reductions in limits.
 - b. The acceptance of the completed work, payment, failure of the Corporation to require proof of compliance, or Corporation's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

- c. The insurance companies issuing the policies shall have no recourse against the Corporation for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, agents, employees and volunteers.

D. Acceptability of Insurers

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for workers compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. Verification of Coverage

- 1. Contractor shall furnish the Corporation with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Corporation before work commences and upon any contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder shall be listed as follows:

State of Louisiana, Louisiana Housing Corporation,
Its Officers, Agents, Employees and Volunteers
2415 Quail Drive, Baton Rouge, LA 70808
- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Corporation reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Corporation, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Corporation reserves the right to request copies of subcontractor's Certificates at any time.

G. Workers Compensation Indemnity. In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim

against neither the State of Louisiana nor the Louisiana Housing Corporation or its agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana and the Louisiana Housing Corporation and its agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana and the Louisiana Housing Corporation and its agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

VIII. COMPLIANCE MONITORING

- A. As the recipient of federal LIHEAP block grant funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are reasonable, allowable, and allocable under all applicable federal and state laws, and for tracing all costs to the level of expenditure.
- B. As the administrator of the LIHEAP block grant for the State, LHC is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state LIHEAP law, and for reasonable, allowable, and allocable costs under the applicable rules of the Office of Management and Budget.
- C. Contractor shall conduct onsite monitoring of subcontractors and provide to LHC a copy of the written monitoring report and follow-up correspondence to any findings.
- D. Contractor shall notify the LHC when a subcontractor is non-responsive and does not comply or respond to a finding within the time frame identified in the monitoring report. Contractor must make a recommendation to the LHC of any action that should be taken against the subcontractor.
- E. LHC will conduct a risk assessment in accordance with 2 CFR 200.332 and shall consider factors including, but not limited to, prior experience with the same or similar federal awards, results of previous monitorings and audits, personnel, systems, and management capability, turnover in key staff, and the Contractor's history of compliance with LIHEAP requirements.
- F. LHC will conduct onsite/remote and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and state LIHEAP programs.
- G. LHC shall provide Contractor reasonable advance notice in writing of onsite or remote monitoring reviews of Contractor's program or fiscal performance.
- H. Contractor shall cooperate with LHC program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- I. In the event that LHC determines that Contractor is in noncompliance of material or other legal requirements of this Agreement, LHC shall provide the observations, recommendations, or findings in writing, along with a specific action plan for correcting the noncompliance.

IX. NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT

A. Termination for Cause.

1. If LHC determines that Contractor has not complied with the requirements of this Agreement, LHC shall provide Contractor with written notice setting forth:
 - a. The factual and legal basis for the determination of noncompliance; and
 - b. The corrective action(s) required and the date by which they must be taken.
2. If LHC determines that Contractor's noncompliance constitutes a material breach of this Agreement, and that immediate action is required, LHC may initiate an enforcement action in accordance with the provisions in this section and applicable state and federal law.

B. For purposes of this section, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable state and federal law, which act or omission:

1. Constitutes fraud or gross negligence by Contractor or its agent(s);
2. Results in or is likely to result in significant waste and/or abuse of federal funds;
3. Has a significant adverse impact on Contractor's ability to meet its administrative, financial or programmatic duties and obligations over the term of the contract or a significant portion thereof;
4. Violates or otherwise disregards program guidance and other requirements of the federal government, whether issued directly or through LHC;
5. May have serious adverse effects and consequences on the Contractor's customers, employees, subgrantees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or
6. May otherwise significantly and/or adversely affect the viability, effectiveness, or integrity of the program.
7. The Contractor or a principal thereof becomes ineligible to contract with the Corporation under applicable laws and regulations, or is the subject of any Federal or State debarment or suspension proceeding or similar administrative sanction or is indicted or convicted of any criminal offense.
8. The Contractor, or those acting on its behalf (including Subcontractors), takes any action: (i) which is not permitted by the Agreement or not in accordance with Contractor's responsibilities in ensuring performance of the Agreement executed by the Corporation; (ii) which is not within the scope of Contractor's duties under the Agreement; (iii) which is not within Contractor's authority under the Agreement; (iv) which amends any document which is a part of the Agreement or incorporated in the Agreement without the Corporation's approval; (v) which fails to comply with any rules or regulations or statutes and Regulations of the branch of Federal government providing the funds; or (vi) which would constitute a violation of any Federal, State or local law.
9. The Contractor has committed an act or acts of negligence or willful misconduct in the performance of its duties under the Agreement.
10. An Anticipatory Breach has occurred under the Agreement.
11. The Contractor is in default in the performance of its obligations under the Agreement.
12. A material adverse change has occurred in the financial condition of Subrecipient that affects or is likely to adversely affect Contractor's performance under the Agreement.

13. A material adverse change has occurred in Subrecipient's ability or capacity to perform the Agreement.

C. For purposes of this section, “**enforcement action**” means the imposition of any of the following:

1. Special conditions and/or sanctions;
2. “High risk” designation;
3. Contract suspension;
4. Contract termination; or
5. Termination of service provider designation.

D. Special Conditions and Sanctions

1. In addition to all other requirements set forth in this Agreement and/or in any guidance issued pursuant to this Agreement, LHC may impose special conditions, sanctions, and/or other special requirements with respect to Contractor’s performance. LHC may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address a material breach of contract, as defined in Paragraph B, above.
2. Special Conditions may include, but are not limited to:
 - a. Obtaining training and/or technical assistance;
 - b. The imposition of special or additional reporting requirements;
 - c. The provision of documentation; and/or
 - d. The requirement to amend or modify systems, procedures, and/or policies.
3. Sanctions may include, but are not limited to:
 - a. The suspension of advances and/or reimbursements; and/or
 - b. The issuance of stop work orders.
4. The suspension of advances and/or reimbursements and the issuance of stop work orders are subject to the following provisions:
 - a. If Contractor elects to contest the action, Contractor shall have five (5) business days following receipt of notice to show the cause why the sanction should not be enforced.
 - b. LHC shall have five (5) business days following receipt of Contractor’s response to accept or reject Contractor’s objection and to state in writing the consequences of the decisions and Contractor’s obligations going forward, if any.
5. Contractor may, at any time, request in writing that LHC initiate the contract suspension or contract termination processes as set out below in order to resolve outstanding issues through the established regulatory process.
6. Should Contractor fail to submit in writing to show cause or fail to request that LHC initiates either the contract suspension or termination processes, LHC may initiate such action upon its own motion.

7. Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:
 - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
 - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
 - c. The corrective actions that must be taken and the time allowed for completing them before LHC removes the Special Condition(s) and/or Sanction(s).

E. Payment Upon Termination for Cause.

In the event of Termination due to an uncured default, the Contractor shall be paid an amount the Corporation determines is equal to the value of the Services performed by Contractor as of the date of Corporation's notice of an event of default and the expiration of any cure period that may be contained in such notice. Such amount shall be based on the reimbursement set forth in the **Attachment A (Allocation Charts)**. Notwithstanding the previous sentence or any other provision of the Agreement, the Corporation may, in such event, at the Corporation's option, withhold any reimbursement expenses accrued but not yet paid.

In no event shall the amount of any sum retained by the Corporation limit the amount that the Corporation may claim and recover against Contractor in connection with any claim the Corporation may assert against Contractor for damages due under the Agreement. The Corporation also retains the right of set-off and recoupment.

F. Termination for Convenience.

1. **Right of Corporation to Terminate for Convenience.** The Corporation may, at its option and at any time, terminate the Agreement regardless of whether Contractor is in default in the performance of any of its obligations under the Agreement if such Termination is in the best interests of the Corporation. In the event the Corporation terminates the Agreement for convenience, the Corporation shall pay the Corporation for its Services an amount based on the reimbursement set forth in the **Attachment A (Allocation Charts)**.
2. **Right of a Public Entity Contractor to Terminate for Convenience.** If the Contractor is a public entity, then the Contractor may, at its option and at any time in accordance with applicable law, terminate this Agreement regardless of whether the Corporation is in default in the performance of any of its obligations under this Agreement, if such Termination is in the best interests of the Contractor. In the event the public entity Contractor terminates this Agreement for convenience, the Corporation shall pay the Contractor for its Services based on the reimbursements set forth in the **Attachment A (Allocation Charts)**.

G. Procedures for Termination.

1. **Notice for Termination for Cause.** The Corporation shall notify the Contractor in writing of a default of the Agreement under Section IX. The Corporation shall provide the Contractor with ten (10) days to cure the default. If, at the end of the cure period, the Corporation determines that the violation has not been cured, the Termination of the Agreement shall be effective immediately, without further notice.

2. **Notice for Termination for Convenience.** In the event the Corporation wishes to terminate the Agreement for reasons of convenience, the Corporation shall provide the Contractor with thirty (30) days advance written notice of the Termination. The Termination will be effective at the end of the thirty (30) day period.
3. **Books and Records.** Upon the Expiration or upon receipt of notice of Termination of the Agreement, Contractor, as directed by the Corporation, either will immediately deliver all Records to the control of the Corporation or the Corporation's authorized agent at Contractor's sole expense or will hold the Records for up to a six (6) year period. During this period, Contractor shall continue to maintain Records relevant to its performance under the Agreement at its principal place of business, or a convenient, secure location off-site, which shall be accessible to the Corporation upon 48 hours' notice to the Contractor. Corporation shall have the right to enter upon Contractor's place of business or off-site location to take physical possession and control of the Records, and the Corporation may restrain any breach of the provisions of this Section by injunction. Contractor may, at its own expense, make and maintain copies of the Records for its files for the period up to six (6) years following Expiration or Termination of the Agreement, subject to Contractor's obligation to maintain the confidentiality of all Nonpublic Information in such materials in accordance with Federal and state law, as well as federal and state regulations. In all events, Contractor shall at the end of the six (6) year period following Expiration or Termination of the Agreement deliver the Records to the Corporation or the Corporation's authorized agent at Contractor's sole expense, unless it has previously done so at the Corporation's request. Contractor expressly waives all right to any statutory or possessory lien on the Records. Contractor may request the Corporation to return to Contractor copies of any Records that have been previously delivered to the Corporation under this section and have not been destroyed, for a limited period of time, as necessary for Contractor to satisfy state law audit and other governmental requirements. Contractor's request shall identify the Records and the governmental requirement for which the Records are sought.
4. **Duty of Cooperation.** Upon the Expiration or Termination of the Agreement, Contractor will cooperate with the Corporation to effect an efficient, smooth, and timely transition of responsibility with respect to the Programs.
5. **Effect of Termination.** Upon the termination of the Agreement for any reason, the Corporation's appointment of Contractor shall terminate, but the Termination of the Agreement shall not affect any right, obligation or liability that has accrued under the Agreement.
6. **Further Assurances.** Contractor shall cooperate with the Corporation after Termination of the Agreement to execute and deliver such documents as the Corporation may request to carry out the terms and provisions of the Agreement, provided that such documents shall not increase the Contractor's liabilities or diminish the Contractor's rights under the Agreement.
7. **Closeout.** Final payment request(s) under this Agreement must be received by Corporation no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by Corporation after this date without prior authorization from Corporation. In consideration of the execution of this Agreement by Corporation, Contractor agrees that acceptance of final payment from Corporation will constitute an agreement by Contractor to release and forever discharge Corporation, its agents, employees, representatives, affiliates, successors and assigns from any and all claims,

demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Contractor has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Contractor's obligations to Corporation under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Corporation. Such requirements shall include, without limitation, submitting final reports to Corporation and providing any closeout-related information requested by Corporation by the deadlines specified by Corporation. This provision shall survive the expiration or termination of this Agreement.

X. ADDITIONAL PROVISIONS

A. Provisions for Federally Funded Grants

1. Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC 8621, *et seq.*, as amended.
2. *Eligibility to Receive Federally Funded Public Benefits.* Pursuant to 42 USC 1305 (Public Law 104-193, 110 Stat. 2168, Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA)) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with LHC Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by LHC.
3. The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, NO VERIFICATION REQUIREMENTS FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432(d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC 1642) as amended, exempts nonprofit Charitable Organizations under this title to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any federal public benefit (as defined in section 401(c)) or any state or local public benefit (as defined in section 411(c)).
4. *Federal Funding Accountability and Transparency Act Reporting Requirement. ("FFATA")* Pursuant to the Federal Funding Accountability and Transparency Act reporting requirements (2 CFR 170), LHC is required to report information regarding Contractors (sub-awardees) receiving LIHEAP funds. FFATA reporting requirements will apply to any funding awarded by LHC under this Agreement in the amount for \$30,000 or greater. The Contractor, as a sub-recipient, must provide any information needed pursuant to these requirements.
5. *System for Award Management (SAM).* The Contractor agrees to register in the System for Award Management ("SAM") which is the primary registrant database for the U.S. Federal Government. The Contractor further agrees to enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, more frequently if required by changes in its information or another award term, and maintain its status in the SAM throughout the Term of this Agreement. Information regarding the process to register in SAM can be obtained at <https://sam.gov/content/entity-registration>.
6. *Unique Entity Identifier (UEI)* – The UEI is a 12-character, alpha-numeric identifier. SAM automatically assigns a UEI to all active SAM.gov registered entities. In order to receive a

subaward, the Subrecipient must provide its UEI number to LHC and will not receive a subaward unless provided.

7. *Executive Compensation* – The Contractor shall report the names and total compensation of the five (5) most highly compensated officers if the Contractor in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal procurement contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. However, if the Contractor certifies that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, or already provides executive compensation to the Securities Exchange Commission, this data is not required to be submitted into the SAM under FFATA. However, the Contractor will still be required to register and submit the other data requested.

B. Federal Certification Regarding Debarment, Suspension, and Related Matters. Contractor hereby certifies to the best of its knowledge that it nor any of its officers, or any subgrantees and/or subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B above of this certification; and
4. Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this Agreement. Based on the description, LHC in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and LHC may terminate this Agreement for cause immediately pursuant to the termination provisions of state and federal law governing the Low-Income Home Energy Assistance Program.

C. Procurement

1. *Contract Administration.*

- a. Contractor shall administer this Agreement in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, (2 CFR 200) and amendments thereto, consistent with the general OMB compliance requirements. Contractor shall establish, maintain and follow written procurement procedures consistent with the procurement standards in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR 200) and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- b. Contractor shall not permit any organizational conflict of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subgrantee and/or subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- c. Contractor assures that all supplies, materials, equipment or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- d. Noncompliance with any of the provisions in this Section shall result in a disallowance of the costs of the procured transaction.

D. Affirmative Action Compliance

1. Each Contractor, subgrantee or subcontractor with fifty (50) or more employees and an agreement of fifty thousand dollars (\$50,000) or more shall be required to develop a written Affirmative Action Compliance Program.
2. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60.2.32, Section 60-250.1 through 60-250.33, and Sections 60-741.4 through 60.741.32.
3. Each Contractor, subgrantee or subcontractor with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subgrantees and subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

E. Nondiscrimination Compliance

1. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
2. Contractor hereby certifies compliance with the following:
 - a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - b. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - c. Rehabilitation Act of 1973, as amended.
 - d. Section 503 of the Rehabilitation Act (Federal Contractor requirements)
 - e. Vietnam Era Veterans Readjustment Assistance Act of 1972, regulations at 41 CFR 60-300 & 60-741.
 - f. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - g. Public Law 101-336, Americans with Disabilities Act of 1990.
 - h. La. R.S. 23:301–369 (Employment Discrimination)

F. Specific Assurances

1. *Public Law 103-227, Part C.* Also known as the Pro-Children Act of 1994, Public Law 103-227 requires that smoking not be permitted in any portion of an indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient expressly agrees that it will comply with Public Law 103-227, Part C, and further understands that its failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. Contractor further agrees that the language of the preceding sentence will be included in any subcontracts that contain provisions for children's services and that all subgrantees and subcontractors shall certify compliance accordingly.
2. *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.
3. *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes.
4. *Policies on Limited English Proficient Persons.* Subrecipient must have written policies that are consistent with the EO 13166.
5. *Drug-Free Workplace.* Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 8101 *et seq.* and 2 CFR. 182, and the applicable regulations

set forth in 10 CFR Part 607, which require all programs and activities receiving federal assistance to maintain a drug-free workplace.

6. *Political Activities*

- a. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
- b. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

7. *Lobbying Activities*

- a. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
 - b. If Contractor engages in lobbying activities, Contractor shall complete, sign, and date the Certification Regarding Lobbying/Disclosure of Lobbying Activities as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.
8. In accordance with 41 U.S.C. §4712 (Enhancement of Contractor Employee Whistleblower Protections) and La. R.S. 23:967 — Louisiana Whistleblower Protection Act, the Contractor shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for making a protected disclosure. A protected disclosure includes any disclosure of information that the employee reasonably believes is evidence of:
- a. gross mismanagement of a federal contract or grant;
 - b. a gross waste of federal funds;
 - c. an abuse of authority relating to a federal contract or grant;
 - d. a substantial and specific danger to public health or safety; or
 - e. a violation of law, rule, or regulation related to a federal contract or grant, including the competition for or negotiation of such a contract or grant.

G. *Right to Monitor, Audit and Investigate*

1. In addition to the compliance monitoring described above, any duly authorized representative of the federal or state government, which includes but is not limited to the Legislative Auditor, LHC staff, and any entity selected by LHC to perform inspections, shall have the right to monitor and audit Contractor and all subgrantees and/or subcontractors providing services under this Agreement through onsite inspections, audits, and other applicable means the LHC determines necessary.
2. Contractor shall make available all information necessary to substantiate that expenditures under this Agreement are reasonable, allowable, and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the LHC, or any of their duly authorized representatives, including representatives of the entity selected by LHC to perform inspections, for

examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefore.

3. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
4. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

H. Fair Hearing Process for Alleged Violation of the Civil Rights Act Against Contractor

1. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within thirty (30) calendar days from the date of such action.
2. LHC shall conduct such fair hearing in accordance with 45 CFR 81.1, *et seq.*

I. Fair Hearing Process for Applicants for Denial of Benefits by Contractor or Subgrantee(s)/Subcontractor(s)

1. Contractor and/or all subgrantees and subcontractor(s) shall provide all interested individuals equal opportunity to apply for the LIHEAP and shall not discourage any interested individual from submitting an application for LIHEAP assistance. The notification of eligibility letter certified from the State computer system shall be (1) provided to the applicant at time of application or (2) e-mailed or mailed to the applicant. For home-bound and/or disabled applicants, the notification of eligibility must occur within 15 days of the date of a complete application. When the State computer system determines that an applicant does not meet eligibility requirements, the request for assistance shall be denied. The State computer system generated denial letter shall be mailed within five (5) business days of the date of a complete application and a copy shall be saved in the applicant's case record. If applying in person, the applicant should be provided a denial letter at the time of application.
2. Contractor shall establish a written appeals process in accordance with the Louisiana LIHEAP Service Delivery Guide to enable applicants who are denied benefits or services, or who receive an untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, the following:
 - a. Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance, and the process to request such an appeal, at the time that each applicant submits an application. Such notification shall include information about the right to appeal to both the Contractor and the LHC.
 - b. Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.

- c. Provisions for notifying the applicant in writing of the reasons for denial of assistance and advising the applicant that he/she may request a review of the denial and may submit additional information, in writing, which the applicant believes would warrant a favorable determination.
 - d. Provisions for reviewing the denial of an application for assistance in an expeditious manner if such is requested by the applicant. This shall include the specific assignment of responsibility to a senior level official or standing committee other than the person making the initial determination.
 - e. Provisions for notifying the applicant of the Contractor's final decision.
 - f. The methods the Contractor will employ to notify applicant of the existence of the appeals process.
 - g. Provisions for ensuring that every effort will be made to provide persons who do not comprehend English with written materials and/or procedures in the appropriate language(s).
 - h. Provisions for the retention of documents relating to specific denials of assistance and action(s) taken by the Contractor. Such records must be maintained in the Contractor's files for six (6) years and shall be available for review by LHC upon request.
 - i. Provisions to inform applicants that an appeal to LHC may be requested as part of the fair hearing process and provisions for providing a description to the applicant of the process and criteria for appeal to LHC.
 - j. Provisions that ensure that Contractor notifies the applicant in writing of the Contractor's final decision within fifteen (15) business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to LHC. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall simultaneously provide a copy of the final decision to the Manager of the LHC Energy Department.
3. A written description of the aforementioned required procedures shall be maintained on file by the Contractor and shall be available for public inspection.
 4. Should the applicant decide to appeal to LHC, the applicant shall submit a written appeal request to LHC within ten (10) business days from the date of the Contractor's final decision. Upon request from LHC, the Contractor shall provide all supportive documentation to LHC, postmarked within ten (10) business days of the request.
 5. LHC shall provide an opportunity for an administrative fair hearing if an applicant's concern is not resolved by appeal to the Contractor or LHC. Within five (5) business days, upon receipt of a request for a fair hearing, LHC shall schedule a fair hearing to be conducted no later than fifteen (15) business days from receipt of a request for a fair hearing. The fair hearing shall be conducted in accordance with the following criteria:
 - a. The hearing shall be held in a place reasonably convenient to the applicant and open to the public.

- b. The applicant shall receive notification of the hearing no less than five (5) business days before the scheduled hearing, to enable a proper preparation of the applicant's appeal.
- c. The applicant shall have an opportunity to review his/her claim file, which contains all the evidence to be presented, prior to the hearing.
- d. The hearing officer shall be an impartial adjudicator who has not participated in the decision being appealed.
- e. The applicant is guaranteed the right to:
 - i. Have a representative at the hearing;
 - ii. Present evidence, including oral and/or written statement on his/her behalf;
 - iii. Present witnesses; and
 - iv. Cross-examine witnesses.
- f. The applicant shall be given the opportunity to elect to have the matter determined through use of a declaration in lieu of personal appearance.
- g. The hearing officer shall issue a final decision, in writing, within thirty (30) calendar days following the conclusion of the fair hearing.

J. Complaint Management Policies and Procedures

- 1. Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.
- 2. Contractor shall ensure that all formal complaints are handled timely and documented with the date, time, client name and address, and nature of the complaint, and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.
- 3. If the Contractor's efforts did not result in a resolution, the Contractor must refer the client to the LHC Energy Department. The Contractor shall contact the LHC Energy Manager directly and explain the issue, actions taken to resolve the issue, and provide the LHC any supporting documentation and written correspondence that demonstrates the Contractor's attempts to resolve the issue.

K. Record-Keeping

- 1. All records maintained by Contractor shall meet the OMB requirements contained in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 CFR 200 and 2 CFR 300.
- 2. Contractor shall maintain all records pertaining to this Agreement for a minimum period of six (6) years after submission of the final report. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.

3. Contractor assures that employee and applicant records shall be maintained in a confidential manner and in compliance with all applicable federal and Louisiana laws and regulations governing the privacy and security of personal Information, including where applicable, the Federal Privacy Act of 1974, as amended.
4. Contractor is required to treat all requests for information concerning applicants and recipients of LIHEAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.

XI. GENERAL TERMS AND CONDITIONS

- A. **Term of Agreement.** This Agreement shall begin on October 1, 2025 and shall terminate on September 30, 2027.
- B. **Amendment.** This Agreement constitutes the entire Agreement between the parties hereto, and may be amended only in writing and signed by the parties. No oral understanding or Agreement not incorporated in the Agreement through an amendment is binding on any of the parties.
- C. **Assignment.** Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the Corporation. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Corporation.
- D. **Audit.** It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or any other auditors as may be deemed necessary by the Corporation, shall have the option of auditing all accounts of Contractor that relate to this Agreement. The Contractor, realizing that the Corporation may from time to time be required to undertake auditing procedures in compliance with certain rules, regulations, and/or specific requests, agrees to cooperate fully with an audit survey of this Agreement, if so requested.
- E. **Indemnification.** Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any negligent act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

- F. **Force Majeure.** Corporation and Contractor shall be excused for the period of any delay in the performance of any obligations under the Agreement when prevented from performing such obligations by cause or causes beyond their reasonable control, including, without limitation, civil commotion, war, invasion, rebellion, hostilities, military or usurped power, sabotage, pestilence, riots, fire or other casualty or acts of God.
- G. **Governing Law and Disputes.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Louisiana.
- H. **Notices.** All notices, requests, demands and other communications which are required or permitted to be given under the Agreement shall, unless otherwise specified herein, be in writing and sent by hand delivery, overnight courier, registered or certified mail, return receipt requested, postage prepaid, electronic mail, or facsimile (with the original sent within twenty-four (24) hours of such electronic mail or facsimile by hand delivery, overnight courier or by registered or certified mail, return receipt requested and postage prepaid):

If to Corporation:

Louisiana Housing Corporation
Energy Assistance Division
2415 Quail Drive
Baton Rouge, LA 70808

If to Contractor:

St. James Parish Department of Human
Resources
P. O. Box 87
Convent, LA 70723

All such notices, requests, demands and other communications shall be effective upon the actual delivery thereof to the address identified pursuant to this Section (or the refusal thereof by the addressee at the address identified pursuant to this Section). Either party may change its address for purposes of this Section by sending to the other party the Agreement written notice of the new address in the manner specified in this Section. Each party shall be responsible for notifying the other of any change of address.

- I. **Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the project activities to be performed under this Agreement. The Corporation shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an independent contractor.
- J. **Non-Discrimination Clause.** The Contractor agrees to abide by the requirements of the following, as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the

Fair Housing Act of 1968 as amended, the Americans with Disabilities Act of 1990, and Federal Executive Order 13559.

Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, sexual identification, national origin, age, veteran status, political affiliation, or mental or physical disabilities.

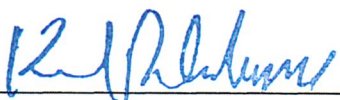
Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

- K. **Entire Agreement; Modification.** The Agreement, Exhibits and Attachments hereto, which are hereby incorporated by reference, constitute the entire agreement between the parties. If there is any inconsistency between the terms of the Agreement and any attachments or exhibits hereto, the terms of the Agreement shall govern. There are no promises or other agreements, oral or written, expressed or implied, between them other than as set forth in the Agreement. No change or modification of, or waiver under, the Agreement shall be valid unless it is in writing and signed by a duly authorized representative of the party against which it is to be enforced.
- L. **Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

This Agreement is hereby executed by the duly authorized representatives of the Corporation and the Contractor.

LOUISIANA HOUSING CORPORATION

ST. JAMES PARISH DEPARTMENT OF HUMAN
RESOURCES



Kevin J. Delahoussaye
LHC Executive Director

Signature of Duly Authorized Representative

Print Name of Signatory

Print Title of Signatory

SIGNED THIS 5th DAY OF January, 2026

SIGNED THIS ____ DAY OF _____, 20__

SUBAWARD AGREEMENT

List of Attachments

<u>Attachment A</u>	Allocation Charts
<u>Attachment B</u>	LIHEAP Grant Closeout Checklist
<u>Attachment C</u>	Subaward Data
<u>Attachment D</u>	Certification Regarding Lobbying

Attachment A
 Low-Income Home Energy Assistance Program
 FFY2026 DHHS Allocation

St. James Parish Department of Human Resources				
<u>Parish</u>	<u>St. James</u>	<u>Administration</u>	<u>(Assurance 16)</u>	<u>Total</u>
		\$11,830	\$3,538	\$15,368
<u>Assistance</u>	<u>Period</u>	<u>Program Support</u>	<u>Client Assistance</u>	
Heating	December 15, 2025 - March 31, 2026	\$2,132	\$40,501	\$42,633
Cooling	April 13, 2026 - December 31, 2026	\$3,880	\$73,711	\$77,591
Crisis	October 1, 2025 - December 31, 2026	<u>\$853</u>	<u>\$16,200</u>	\$17,053
	Total	\$6,865	\$130,412	
FFY2026 Allocation Total:				\$152,645

State of Louisiana

LOUISIANA HOUSING CORPORATION (LHC)

FY 20__ LIHEAP GRANT CLOSEOUT CHECKLIST AND CERTIFICATION OF DOCUMENTS

Contractor:	
Grant Period:	Total Contract Budget:

Within 45 days after the end date of grant period, you are required to submit this form and all documents listed below to LHC. Any monies due to LHC must accompany the form and all documents.

1. Refund Check Amount (if applicable). Explain below.
\$ _____
2. Final Quarterly Reconciliation of Drawdowns and Expenses (LIHEAP General Ledger)
3. Excess Revenue and Interest Earned Report
4. Equipment Inventory of real and personal property acquired with DHHS/LIHEAP funds

Comments:	
CERTIFICATION: By signing this document, I certify to the best of my knowledge and belief that the enclosed documents (listed above) are accurate and complete and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the grant awards. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. <i>(U.S. Code, Title 18, Section 1001)</i>	
Authorized Representative/Title	Telephone Number: () Email Address:
Signature:	Date:

Attachment C
Subaward Data

(i)	Subrecipient Name	St. James Parish Department of Human Resources
(ii)	Subrecipient Unique Entity Identifier:	MWHZVSACVML6
(iii)	Federal Award Identification Number (FAIN):	2601LALIEA
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	DHHS- November 26, 2025
(v)	Subaward Period of Performance Start Date:	October 1, 2025
	Subaward Period of Performance End Date:	September 30, 2027
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	DHHS- \$152,645
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	DHHS- \$152,645
(ix)	Federal Award Project Description:	Low Income Home Energy Assistance Program (LIHEAP)
(x)	Name of Federal Awarding Agency:	Department of Health & Human Services
	Name of Pass-Through Entity:	Louisiana Housing Corporation
	Contact Information for Federal Awarding Official:	HHS, Administration For Children and Families Office of Community Services, Division of Energy Assistance Mary E. Switzer Building, 5 th Floor West 330 C. Street, SW Washington, D.C. 20201
	Contact Information for LHC Authorizing Official:	Kevin J. Delahoussaye LHC Executive Director Louisiana Housing Corporation 2415 Quail Drive Baton Rouge, LA 70808
	Contact Information for LHC Project Director:	Lauren Holmes Program Administrator 2415 Quail Drive Baton Rouge, LA 70808
(xi)	CFDA Number and Name:	#93.568 Low-Income Home Energy Assistance
(xii)	Identification of Whether Subaward is R&D:	n/a
(xiii)	Indirect Cost Rate for LHC Federal Award:	n/a
	Subrecipient Indirect Costs:	As allowed under 2 CFR 200.414 and 2 CFR 300.414

Attachment D

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned, on behalf of the Subrecipient/Subcontractor, certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient/Subcontractor

By: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 26-
ST. JAMES PARISH COUNCIL

A RESOLUTION GRANTING TAMMIE BODIN COUNCIL SECRETARY PRIVILEGES UNTIL THE RETIREMENT OF LINDA HUBBELL ON MARCH 6, 2026



WHEREAS, that Linda Hubbell has tendered her retirement effective March 6, 2026; and,

WHEREAS, as Tammie Bodin has been appointed by the Parish President to the fulfill the duties of the council secretary upon Mrs. Hubbell’s retirement. This resolution will give Tammie Bodin the same privileges as Linda Hubbell until March 6, 2026.

BE IT RESOLVED, by the St. James Parish Council, and the St. James Parish President, that Tammie Bodin is hereby granted privileges of the Council Secretary along with Linda Hubell until the retirement of Linda Hubbell on March 6, 2026.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 21st day of January 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 21st day of January 2026.

Signed at Vacherie, Louisiana, this 21st day of January 2026.

(S E A L)

Linda Hubbell
Secretary

At a regular meeting of the St. James Parish Council, State of Louisiana, held on January 21, 2026, the following entitled ordinance was introduced by Councilman _____ and seconded by Councilman _____, laid over for publication of notice of Public Hearing, and ordered filed with the Secretary for public inspection:

PROPOSED ORDINANCE 26-
ST. JAMES PARISH COUNCIL

AN ORDINANCE ESTABLISHING A BOARD OF BUILDING CODE APPEALS FOR ST. JAMES PARISH AND DEFINING ITS POWER AND DUTIES CONSISTENT WITH THE INTERNATIONAL BUILDING CODE, APPOINTING MEMBERS THERETO, AND PROVIDING FOR RELATED MATTERS



WHEREAS, the St. James Parish Council is authorized under the Constitution and laws of the State of Louisiana and the St. James Parish Home Rule Charter to establish boards and commissions necessary for the effective administration of Parish government; and

WHEREAS, St. James Parish has adopted building codes based upon the International Building Code (“IBC”), which provides for the creation of a Board of Appeals to hear and decide appeals arising from the interpretation and enforcement of such codes; and

WHEREAS, the establishment of a Board of Building Code Appeals is necessary to provide a fair, impartial, and orderly process for the review of decisions, determinations, and interpretations made by the Building Official or other authorized Parish officials; and

WHEREAS, the Board of Building Code Appeals will ensure due process while maintaining public safety, structural integrity, fire protection, and compliance with adopted codes; and

WHEREAS, the individuals nominated for appointment to the Board of Building Code Appeals have been vetted through interviews, evaluation, scoring, and recommendations by the Parish Council and Parish Administration, and possess the requisite experience, knowledge, and professional responsibility (see attached); and

WHEREAS, the St. James Parish Council desires to appoint seven (7) qualified members to serve on the Board, with terms coinciding with that of the Parish President, unless otherwise provided by law or ordinance. The Board will received a stipend of \$75.00 per meeting.

NOW THEREFORE, BE IT ORDAINED, by the St. James Parish Council, that:

There is hereby established the St. James Parish Board of Building Code Appeals (“Board”), consistent with Section 113 of the International Building Code, as adopted and amended by the St. James Parish Code of Ordinances.

The Board shall hear and decide appeals of orders, decisions, or determinations made by the Building Official or other authorized Parish officials relative to the application, interpretation, or enforcement of the Parish’s adopted building codes and related ordinances.

The Board shall have no authority to waive the requirements of or grant variances from the St. James Parish Code of Ordinances.

The Board may determine that the true intent of the code or ordinance has been correctly or incorrectly interpreted; or the provisions of the code or ordinance do or do fully apply to the specific case under appeal; or may propose an equivalent or better form of construction.

The Board shall consist of seven (7) members appointed by the St. James Parish Council. Members shall be selected based on experience and knowledge in construction, engineering, architecture, fire protection, or related fields, consistent with IBC standards.

The following individuals are hereby appointed to serve as members of the St. James Parish Board of Building Code Appeals:

1. Scott Poirrier
2. Tory Roper
3. Aaron Tregre
4. Melanie Bourgeois
5. Jon Hotard
6. Daryl Zeringue
7. Justin James

The terms of all members appointed herein shall coincide with the term of the Parish President and shall expire concurrently therewith, unless reappointed or otherwise provided by law or ordinance.

The Board shall organize itself by electing a Chair and such other officers as it deems necessary. A quorum shall consist of a majority of the appointed members. Appeals shall be decided by a concurring vote

of a majority of the members present and voting. The Board shall adopt rules of procedure consistent with the International Building Code, Parish ordinances, and applicable state law.

The Building Official, legal counsel representing St. James Parish, and an administrator provided by the Parish shall serve as non-voting administrative and/or advisory members on the Board. These members provide support, including notice of hearings, recordkeeping, and coordination of appeal filings.

		Basic Eligibility	Certifications/ Licensing	Skills and knowledge	Experience	Duties and Responsibilities	Public Service	Highly Recommended	Recommended	Consider With Reservations	Not Recommended
Scott Pourier	INTV. #1	5	5	4	5	4	4				
	INTV. #2	5	5	5	5	5	5				
	INTV. #3	5	5	5	5	5	5				
	INTV. #4	5	5	5	5	5	5				
	INTV. #5	5	5	5	5	5	5				
	INTV. #6	5	5	5	5	5	5				
Tory Roper	INTV. #1	5	5	5	5	4	5				
	INTV. #2	5	5	4	5	4	4				
	INTV. #3	5	5	5	5	5	5				
	INTV. #4	5	5	5	5	5	5				
	INTV. #5	5	5	5	5	5	5				
	INTV. #6	5	5	5	5	5	5				
Aaron Tregre	INTV. #1	5	5	5	5	5	5				
	INTV. #2	5	5	5	5	5	5				
	INTV. #3	5	5	5	5	5	5				
	INTV. #4	5	5	5	5	5	5				
	INTV. #5	5	5	5	5	5	5				
	INTV. #6	5	5	5	5	5	4				
Daryl Zeringue	INTV. #1	5	5	5	5	5	5				
	INTV. #2	5	5	5	5	5	5				
	INTV. #3	5	5	5	5	5	5				
	INTV. #4	5	5	5	5	5	5				
	INTV. #5	5	5	5	5	5	5				
	INTV. #6	5	5	5	5	5	5				
Melanie Bougeois	INTV. #1	5	5	5	5	5	5				
	INTV. #2	5	5	5	5	5	5				
	INTV. #3	5	5	5	5	5	5				
	INTV. #4	5	5	5	5	5	5				
	INTV. #5	5	5	5	5	5	5				
	INTV. #6	5	5	5	5	5	5				
Patrick St Pierre	INTV. #1	5	5	5	5	5	5				
	INTV. #2	5	5	5	5	5	5				
	INTV. #3	5	5	5	5	5	5				
	INTV. #4	5	5	5	5	5	5				
	INTV. #5	5	5	5	5	5	5				
	INTV. #6	5	5	5	5	5	5				
Justin James	INTV. #1	5	5	5	5	5	5				
	INTV. #2	5	5	5	5	5	5				
	INTV. #3	5	5	5	5	5	5				
	INTV. #4	5	5	5	5	5	5				
	INTV. #5	5	5	5	5	5	5				
	INTV. #6	5	5	5	5	5	5				
Jon Horard	INTV. #1	5	5	5	5	5	5				
	INTV. #2	5	5	5	5	5	5				
	INTV. #3	5	5	5	5	5	5				
	INTV. #4	5	5	5	5	5	5				
	INTV. #5	5	5	5	5	5	5				
	INTV. #6	5	5	5	5	5	5				
	INTV. #1	5	5	5	5	5	5				
	INTV. #2	5	5	5	5	5	5				
	INTV. #3	5	5	5	5	5	5				
	INTV. #4	5	5	5	5	5	5				
	INTV. #5	5	5	5	5	5	5				
	INTV. #6	5	5	5	5	5	5				